

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**REBUTTAL TESTIMONY OF PAMELA A. TIPTON**  
**BEFORE THE**  
**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**  
**DOCKET NO. 2004-316-C**  
**SEPTEMBER 29, 2005**

Q. ARE YOU THE SAME PAMELA A. TIPTON WHO FILED DIRECT  
TESTIMONY IN THIS DOCKET ON AUGUST 23, 2005?

A. Yes, I am.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. I respond to and rebut portions of the direct testimony of CompSouth witness Joseph Gillan and U.S. LEC witness Wanda Montano. Specifically, I address their testimony and proposed interconnection agreement language as they relate to Issue Nos. 2, 4, 5, 8, 10, 11, 14, 15, 16, 22, 29 and 31 in the Joint Issues Matrix filed with the Public Service Commission of South Carolina ("Commission") on June 29, 2005.

Q. HAS BELLSOUTH REVIEWED THE CONTRACT LANGUAGE PROPOSED BY  
COMPSOUTH AND ATTEMPTED TO DETERMINE IF THE PARTIES CAN  
REACH AGREEMENT ON SOME OF THESE ISSUES?

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1 A. Unfortunately, BellSouth has not had sufficient time to review all of CompSouth's  
2 proposed language in South Carolina and provide detailed, redlined comments on  
3 their proposal. BellSouth reviewed CompSouth's proposed language as it was filed  
4 with Mr. Gillan's direct testimony in Georgia. While Mr. Gillan's proposed language  
5 in South Carolina is similar to that which was filed as Exhibit JPG-1 to Mr. Gillan's  
6 direct testimony in Georgia, there are some differences, which I address later in my  
7 testimony. BellSouth spent a significant amount of time reviewing and discussing  
8 CompSouth's proposed language in Georgia with the goal of narrowing the disputes  
9 between the parties. We anticipate that these discussions will continue. It would  
10 have been helpful to have had this proposed language during the 90 day period when  
11 we were supposed to be negotiating these changes. Nevertheless, the proposed  
12 language at this late date still should be helpful to the Commission as it identifies the  
13 differences that remain between BellSouth and the other parties.

14  
15 Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT THE CONTRACT  
16 LANGUAGE PROPOSALS PRESENTED BY COMPSOUTH?

17  
18 A. Yes, I do. One of our fundamental problems with CompSouth's proposed contract  
19 language is that in many instances it simply does not conform with the FCC's rules.  
20 For example:

21  
22 ▪ CompSouth wrongly asserts that CLECs may wait until March 10, 2006, the  
23 last day of the transition period, to submit orders to BellSouth to convert their  
24 embedded base and excess circuits from UNEs to alternative arrangements.  
25 The FCC provided for a transition period during which the parties were to

1 work together to convert what was formerly a UNE to some other service.  
2 The FCC provided a transition period to allow the CLECs to make an orderly  
3 transition, as opposed to a flash cut. The CLECs' proposed language would  
4 simply extend the transition period beyond 12 months and is in direct conflict  
5 with TRRO ¶¶ 142, 195, and 227;

- 6  
7 ▪ CompSouth erroneously alleges that the FCC's transition pricing for the de-  
8 listed elements applies only prospectively, from the date a CLEC amends its  
9 interconnection agreement forward. This interpretation conflicts with the  
10 clear language of the FCC, as set forth in TRRO ¶ 145, footnote 408; ¶ 198,  
11 footnote 524; and ¶ 228, footnote 630;

- 12  
13 ▪ CompSouth fails to acknowledge that CLECs must undertake a reasonably  
14 diligent inquiry to determine if they are entitled to unbundled access to high  
15 capacity loops and transport before they place orders for these elements with  
16 BellSouth, which conflicts with TRRO, ¶ 234, among other provisions.

17  
18 I will expand upon these conflicts in more detail as I address the various issues later  
19 in this testimony.

20  
21 My second general comment is that CompSouth's proposed language is difficult to  
22 follow because CompSouth has presented only disjointed sections of proposed  
23 language to address specific issues while not including pertinent and related sections  
24 that would reside elsewhere in an interconnection agreement. The interconnection  
25 agreement is a lengthy document, with many interrelated and interdependent sections.

1 At a minimum, the interconnection agreement attachment 2 language should be  
2 presented as a whole to ensure interrelated issues are consistently addressed. By  
3 limiting their proposed language changes to only portions of the agreement,  
4 CompSouth fails to address other related issues.

5  
6 My third general comment is that CompSouth uses many supposedly defined terms  
7 (those which are capitalized); yet it provides no definition for these terms in its  
8 language proposal. Since these terms could be interpreted differently by different  
9 people, my rebuttal assumes that CompSouth has accepted BellSouth's definitions for  
10 these terms, unless it is obvious that they did not. For example, CompSouth uses the  
11 term "DS1 UNE loop" in its proposed language, but it does not provide a definition  
12 for this loop. Therefore, because BellSouth uses the term "DS1 loop" in its proposed  
13 language, we deleted the word "UNE" from "DS1 UNE loop" in BellSouth's redline  
14 of CompSouth's language, attached hereto as Exhibit PAT-5. In the few instances  
15 where CompSouth defined terms, but did so inconsistently with the FCC's rules (or  
16 even with its own definition supplied elsewhere in its language), we have modified  
17 such terms in Exhibit PAT-5.

18  
19 Q. HAS BELL SOUTH MADE ANY ATTEMPT TO ADDRESS THESE  
20 SHORTCOMINGS IN COMPSOUTH'S PROPOSED LANGUAGE?

21  
22 A. Yes. BellSouth has attempted to redline CompSouth's proposed interconnection  
23 agreement language in Exhibit JPG-1 to Mr. Gillan's direct testimony in Georgia in  
24 an attempt to bring the CompSouth proposed language into compliance with the TRO  
25 and TRRO. BellSouth's working version of its redlines to the CompSouth-proposed

1 contract language is attached as Exhibit PAT-5 to my testimony as an aid to the  
2 Commission in evaluating where the parties disagree and to highlight how  
3 CompSouth's proposed language is not compliant with current law. Because  
4 CompSouth did not propose a comprehensive set of terms and conditions, BellSouth  
5 cannot advocate adopting even BellSouth's redlined version of the CompSouth's  
6 proposal because it would be incomplete. I will note, however, that if the CLECs had  
7 made these proposals to BellSouth to be integrated into a complete document, it is  
8 possible that BellSouth could have negotiated some resolution to some of these  
9 disputes. We simply didn't have the chance to do that prior to filing this testimony on  
10 such short notice. As a result, since we have provided our own complete versions of  
11 this language to the Commission and these versions are attached as Exhibits PAT-1  
12 and PAT-2 to my direct testimony, BellSouth requests that the Commission adopt the  
13 complete statements of the relevant portions of our basic interconnection agreement  
14 with the CLECs.

15  
16 **Issue 2:**

17 **Transition Pricing**

18 Q. IN COMPSOUTH'S PROPOSED LANGUAGE FOR THE TRANSITION OF  
19 EMBEDDED BASE HIGH CAPACITY LOOPS AND TRANSPORT, AND  
20 LOCAL SWITCHING/UNE-P, IT ALLEGES THAT TRANSITION PRICING FOR  
21 EACH OF THESE ELEMENTS IS BASED ON THE "TELRIC RATE" THE CLEC  
22 PAID FOR THAT ELEMENT ON JUNE 15, 2004. DOES THIS PROPOSAL  
23 CORRECTLY REPRESENT THE REQUIREMENTS IN THE TRRO?

1 A. No. The FCC stated that such pricing would be determined based on the higher of the  
2 rate **the CLEC paid** for that element or combinations of elements on June 15, 2004,  
3 or the rate the state commission ordered for that element or combination of elements  
4 between June 16, 2004 and the effective date of the Triennial Review Remand Order.  
5 In most, if not all instances, the transitional rate will be the rate the CLEC paid for the  
6 element or combination of elements on June 15, 2004, plus the transitional additive  
7 (\$1 for UNE-P/Local Switching and 15% for high capacity loops and transport). For  
8 UNE-P, this includes those circuits priced at market rates for the FCC's four or more  
9 line carve-out established in the UNE Remand Order.<sup>1</sup>

10  
11 Q. IS IT CLEAR THAT THERE IS ACTUALLY A DISPUTE WITH THE CLECS  
12 OVER THIS PARTICULAR POINT?

13  
14 A. Yes, it is. Some of BellSouth's older contracts include a market based price for  
15 switching for "enterprise" customers served by DS0 level switching that met the  
16 FCC's four or more line carve-out. That is, in some of our agreements, CLECs paid  
17 TELRIC-based rates for DS0 level switching provided to "mass market" customers  
18 (those with three or fewer lines), and higher rates for those that were a part of the four  
19 or more line carve out. These terms and rates were included in the interconnection  
20 agreements and were in effect on June 15, 2004. Notwithstanding this, Mr. Gillan  
21 claims, on page 14 of his direct testimony, that "CLECs are entitled to pay TELRIC  
22 rates (plus (\$1) for all analog customers, including any customers that BellSouth may  
23 have previously claimed were 'enterprise customers' because they had four or more  
24 lines." It is difficult to say how much clearer the FCC could have been than to say

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<sup>1</sup> Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, released November 5, 1999

1 that for the embedded base of UNE-Ps the CLECs would pay either the higher of the  
2 rates that were in their contracts as of June 15, 2004, or the rates that the state  
3 commissions had established between June 16, 2004 and the effective date of the  
4 TRRO, plus \$1. Yet according to Mr. Gillan, the FCC didn't really mean what it  
5 said. Mr. Gillan misrepresents the FCC as having directed that the CLECs would  
6 always pay TELRIC plus \$1 for their embedded base, irrespective of what is in their  
7 contract with BellSouth.

8  
9 Q. PLEASE IDENTIFY THE PORTIONS OF THE TRRO THAT ADDRESS WHAT  
10 RATES WILL APPLY TO EMBEDDED BASE DS1 AND DS3 LOOPS, DS1 AND  
11 DS3 DEDICATED TRANSPORT, AND LOCAL SWITCHING/UNE-P WHILE A  
12 CLEC IS LEASING THESE ELEMENTS FROM BELL SOUTH DURING THE  
13 RELEVANT TRANSITION PERIOD.

14  
15 A. Although the language is very similar, I will separately address each set of elements  
16 below:

17 DS1, DS3 AND DARK FIBER LOOPS

18 The FCC established transition period pricing for DS1 loops in 47 C.F.R.  
19 51.319(a)(4)(iii). The rule states:

20  
21 For a 12-month period beginning on the effective date of the Triennial  
22 Review Remand Order, any DS1 loop UNEs that a competitive LEC  
23 leases from the incumbent LEC as of that date, but which the  
24 incumbent LEC is not obligated to unbundle pursuant to paragraphs  
25 (a)(4)(i) or (a)(4)(ii) of this section, shall be available for lease from  
26 the incumbent LEC at a rate equal to **the higher of (1) 115% of the**  
27 **rate the requesting carrier paid** for the loop element **on June 15,**  
28 **2004, or (2) 115% of the rate the state commission has established**  
29 **or establishes**, if any, between June 16, 2004, and the effective date of  
30 the Triennial Review Remand Order, for that loop element. (emphasis  
31 added)

The FCC prescribed the same transition period rate increases for DS3 loops and dark fiber loops in subsections 51.319 (a)(5)(iii), and 51.319 (a)(6) of that rule, respectively.

#### DS1, DS3, AND DARK FIBER TRANSPORT

The FCC established transition period pricing for DS1 transport in 47 C.F.R. 51.319(e)(2)(ii)(C). That rule states:

For a 12-month period beginning on the effective date of the Triennial Review Remand Order, any DS1 dedicated transport UNE that a competitive LEC leases from the incumbent LEC as of that date, but which the incumbent LEC is not obligated to unbundle pursuant to paragraphs (e)(2)(ii)(A) or (a)(4)(ii)(B) of this section, shall be available for lease from the incumbent LEC at a rate equal to **the higher of (1) 115% of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. (emphasis added)**

The FCC prescribed the same transition period rate increases for DS3 dedicated transport and dark fiber in subsections (e)(2)(iii)(C) and (e)(2)(iv)(C) of that rule, respectively.

#### LOCAL SWITCHING

The FCC established transition period pricing for DS0 level switching in 47 C.F.R. 51.319(d)(2)(iii). That rule states:

... for a 12-month period from the effective date of the Triennial Review Remand Order, ... [t]he price for unbundled local circuit switching in combination with unbundled DS0 capacity loops and shared transport obtained pursuant to this paragraph shall be **the higher of: (A) the rate at which the requesting carrier obtained that combination of network elements on June 15, 2004 plus one**



dollar, or **(B) the rate the state public utility commission establishes**, if any, between June 16, 2004 and the effective date of the Triennial Review Remand Order, for that combination of network elements, plus one dollar. (emphasis added)

There is absolutely no mention or reference to TELRIC rates in any of the rules addressing transitional pricing for these de-listed UNEs. Nor is there any suggestion that the rates included in the interconnection agreements should be restated to some different level before the additive is applied. In short, BellSouth's proposal regarding transition pricing is fully consistent with the FCC's rules, and CompSouth's is not.

Q. CONTINUING WITH REGARD TO TRANSITION PRICING, ON PAGE 9 OF HIS TESTIMONY, MR. GILLAN CLAIMS THAT THE FCC'S TRANSITION PERIOD PRICE INCREASES BECOME EFFECTIVE WHEN THEY ARE INTRODUCED INTO CARRIER'S INTERCONNECTION AGREEMENT. DO YOU AGREE WITH HIS CLAIM?

A. No, not entirely. In the ordinary course of events, Mr. Gillan would be correct. Normally, when there is a change in the law, the parties must negotiate to incorporate the change into their contract, and the change is only effective prospectively. However, as the litigation in South Carolina and elsewhere has demonstrated, the FCC has the power and the authority to determine that something should be done differently, and it has done so here. In this case, while it is true that the parties must amend their interconnection agreement to incorporate these transitional rates, these rates do not only apply on a limited, going forward basis as Mr. Gillan alleges. The FCC clearly indicated, to the contrary, that transition period pricing would apply for each de-listed UNE retroactively to March 11, 2005. For dedicated transport, for

1 example, the FCC stated in footnote 408 of the TRRO that: “Dedicated transport  
2 facilities no longer subject to unbundling **shall be subject to true-up** to the  
3 applicable transition rate upon the amendment of the relevant interconnection  
4 agreements, including any applicable change of law process.” (emphasis added).  
5 The FCC sets forth this same requirement for high cap loops and UNE-P in the  
6 sections of the TRRO addressing those elements.<sup>2</sup>

7

8 Indeed, this is another situation where the CLECs’ proposed language seems to  
9 further confuse issues. Although it is surely just a simple error, CompSouth’s  
10 proposed interconnection agreement language appears to conflict with Mr. Gillan’s  
11 testimony with respect to the date the interim rates would become effective.  
12 CompSouth’s proposed language states that BellSouth may charge the interim pricing  
13 for de-listed elements from the effective date of the CLEC’s amended interconnection  
14 agreement to the end date of the transition period. (Sections 2.2.6, 2.3.6.3, 4.4.4,  
15 5.3.3.4, 6.2.4.4 and 6.9.1.5, Exhibit JPG-1). Yet, in his testimony, on page 11, Mr.  
16 Gillan states that CLECs must simply “place an order with BellSouth to qualify for  
17 transition rates.” This makes no sense. The TRRO makes it very clear that this  
18 interim pricing for each de-listed element applies from March 11, 2005, to March 10,  
19 2006 (or September 10, 2006 for dark fiber), but only while the CLEC is leasing that  
20 element from the ILEC during the relevant transition period.

21

22 Q. ON PAGES 9 AND 10 OF HIS TESTIMONY, MR. GILLAN STATES THESE  
23 RATE CHANGES MUST TAKE EFFECT THROUGH CONTRACT CHANGES,  
24 RATHER THAN VIA UNILATERAL ACTION. HAS BELL SOUTH BEGUN

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<sup>2</sup> See also TRRO, footnotes 524 and 630, addressing true-up of transition rates for high cap loops and UNE-P respectively.

1 BILLING TRANSITION RATES TO CLECS THAT HAVE NOT YET AMENDED  
2 THEIR INTERCONNECTION AGREEMENT TO INCORPORATE THE  
3 TRANSITION RATES?  
4

5 A. No, it has not. Again, BellSouth assumes this is essentially a reference to the issue  
6 we had with regard to the “no new adds” controversy about whether an FCC-ordered  
7 change is self-effectuating. BellSouth has not asserted, with regard to the embedded  
8 base, that the transition rates would go into effect without a contract amendment. The  
9 FCC clearly stated that the contracts would need to be amended, and that the  
10 transition rates would then be retroactive to March 11, 2005. This is perfectly clear  
11 from reading the TRRO, and BellSouth has not proposed any language in its contract  
12 amendments that would suggest anything to the contrary.  
13

14 Once interconnection agreements are amended to incorporate the rates, terms and  
15 conditions associated with the transition of each de-listed UNE or UNE combination,  
16 the transition rate must be trued-up in a timely manner to the March 11, 2005  
17 transition period start date.  
18

19 Q. ON PAGES 10-11 OF MR. GILLAN’S DIRECT TESTIMONY, HE SUGGESTS  
20 THAT THE TRRO IS UNCLEAR AS TO THE TIME PERIOD DURING WHICH  
21 THE TRANSITION RATES SHOULD APPLY. DO YOU AGREE?  
22

23 A. No. The TRRO specifically states that these rates will apply only while the CLEC is  
24 leasing the de-listed element from the ILEC during the relevant transition period. See  
25 TRRO, ¶¶ 145, 198 and 228. The transition rates will thus apply until the earlier of

March 10, 2006 (or September 10, 2006 for dark fiber), or the date the de-listed UNEs are converted to the alternative arrangements ordered by the CLEC. Once the de-listed UNE is converted to an alternative service, the CLEC will be billed the applicable rates for that alternative service going forward.

**Transition Period**

Q. MOVING FROM TRANSITION PRICING TO THE TRANSITION PERIOD ITSELF, BASED ON YOUR REVIEW OF COMPSOUTH'S PROPOSED LANGUAGE, DO THE PARTIES AGREE ON THE START DATE AND END DATES FOR THE TRANSITION PERIOD?

Yes. In the first paragraph under each bolded heading in CompSouth's proposed transition language, it delineates when the transition period will begin and end. (Sections 2.2.1, 2.3.6.1.1, 4.4.1, 5.3.3.1, 6.2.1, and 6.9.1.1) Based on this language, BellSouth and CompSouth do agree on the start and end dates for the transition period. Likewise, on page 17 of her direct testimony, Wanda Montano states that "U.S. LEC agrees that the transition period for UNE loops and dedicated transport that were installed in wire centers that are considered non-impaired as of March 11, 2005... ends as of March 10, 2006." Based on Ms. Montano's testimony, BellSouth and US LEC also agree on the start and end dates for the transition period.

Q. IF THE PARTIES AGREE TO THE START AND END DATES FOR THE TRANSITION PERIOD, WHAT IS THE NATURE OF THE DISAGREEMENT ABOUT THE TRANSITION TIMEFRAME?

1 A. The issue between the parties is what activity must occur during the transition period.  
2 BellSouth believes that the transition process must begin and end within the transition  
3 period. According to Mr. Gillan, the CLECs evidently believe that the process only  
4 has to begin within the transition period, with the completion of the transition  
5 occurring at some later date. For example, in paragraph 2.2.9 of Exhibit JPG-1, Mr.  
6 Gillan proposes that “No later than March 10, 2006, CLEC shall submit  
7 spreadsheet(s) identifying all of the Embedded Customer Base of circuits ....” Any  
8 rational person must understand that a spreadsheet cannot be submitted on March 10,  
9 2006, and worked that same date, particularly when the spreadsheet includes facilities  
10 that are to be “transitioned to wholesale facilities obtained from other carriers or self-  
11 provisioned ....” Consequently, simply as a matter of logic, since the parties agree as  
12 to when the transition period begins and ends, the CLECs’ position on the submission  
13 of orders must be rejected.

14  
15 Beyond that, the FCC itself made it clear that the purpose of the transition period was  
16 so that the process of transitioning former UNEs could begin and end during that 12-  
17 month period. The FCC said in Paragraph 227 of the TRRO what must occur during  
18 the transition period:

19 We believe it is appropriate to adopt a longer, twelve-month, transition  
20 period than was proposed in the *Interim Order and NPRM*. We  
21 believe that the twelve-month period provides adequate time for **both**  
22 **competitive LECs and incumbent LECs to perform the tasks**  
23 **necessary to an orderly transition, which could include deploying**  
24 **competitive infrastructure, negotiating alternative access**  
25 **arrangements, and performing loop cut overs or other**  
26 **conversions.** Consequently, carriers have twelve months from the  
27 effective date of this Order to modify their interconnection  
28 agreements, including completing any change of law processes. By

1 the end of the twelve month period, requesting carriers must transition  
2 the affected mass market local circuit switching UNEs to alternative  
3 facilities or arrangements. (footnotes omitted) (emphasis added).  
4

5 How much more clear could the FCC be than saying “By the end of the twelve month  
6 period, requesting carriers must transition the affected mass market local circuit  
7 switching UNEs to alternative facilities or arrangements?” The FCC didn’t say that  
8 the CLECs just had to arrange to make the transition, or just had to submit orders to  
9 effect the transition, but that the CLECs had to “transition” the affected UNEs to  
10 alternative arrangements. The CLECs’ position is unfounded and contrary to the  
11 FCC’s specific directives. It is simply another attempt, thinly veiled, to generate a  
12 few more days or months, or perhaps years, where the CLECs could obtain these  
13 former UNEs at TELRIC rates.

14 **New Adds during the Transition period**

15  
16 Q. WHAT IS THE ISSUE WITH REGARD TO THE CLECS’ POSITION ON NEW  
17 ADDS?  
18

19 A. CompSouth’s proposed language provides that during the twelve month transition  
20 period that they can add new DS1 and DS3 loops, and DS1, DS3 and Dark Fiber  
21 Dedicated Transport to serve their embedded base. Of course, CLECs are entitled to  
22 order high capacity loops and transport in wire centers where the CLEC has certified,  
23 after undertaking a reasonably diligent inquiry, that it is entitled to order such loops  
24 and transport at UNE rates. However, CompSouth does not include self certification

1 requirement language in its language proposal; instead it simply claims that it is  
2 entitled to these additional loops and transport during the transition period.  
3

4 Q. MAY CLECS ADD NEW ENTRANCE FACILITIES DURING THE TRANSITION  
5 PERIOD, AS WOULD BE PERMITTED PURSUANT TO COMPSOUTH'S  
6 PROPOSED LANGUAGE IN SECTION 6.2.2 OF EXHIBIT JPG-1?  
7

8 A. Absolutely not. The FCC concluded in the TRO that CLECs were not impaired  
9 without unbundled access to entrance facilities, and it affirmed that finding in the  
10 TRRO.<sup>3</sup> BellSouth is offering to allow embedded base UNE entrance facilities to  
11 remain in place during the transition period as an accommodation to help effectuate  
12 an orderly transition process for embedded base and excess dedicated transport  
13 facilities. CLECs certainly have no right to order new UNE entrance facilities.  
14

15 CompSouth's proposed language violates this requirement in Section 6.2.2 of Exhibit  
16 JPG-1, where it states "CLEC shall be entitled to order and BellSouth shall provision  
17 DS1 and DS3 UNE Dedicated Transport, including DS1 and DS3 UNE Entrance  
18 Facilities, that CLEC orders for the purpose of serving CLEC's Embedded Customer  
19 Base and such facilities are included in the Embedded Customer Base." This cannot  
20 be reconciled with the FCC's ruling.  
21

22 Q. MAY CLECS ADD NEW UNE SWITCH PORTS OR UNE-P LINES DURING  
23 THE TRANSITION PERIOD, AS COMPSOUTH'S PROPOSED LANGUAGE  
24 SUGGESTS?

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<sup>3</sup> TRO, ¶ 366, footnote 1116; TRRO, ¶ 66

1

2 A. Consistent with this Commission's April 13, 2005 ruling in this proceeding,  
3 BellSouth will continue to accept orders from CLECs for moves, changes and  
4 additions of mass market local switching and UNE-P for its embedded base of local  
5 switching/UNE-P customers at both existing and new locations during the transition  
6 period.

7

8 **Process Issues**

9 Q. IS BELL SOUTH OBLIGATED TO PROVIDE WRITTEN NOTICE TO EACH  
10 CLEC OF THEIR EMBEDDED BASE OF UNES THAT MUST BE CONVERTED  
11 TO ALTERNATIVE SERVING ARRANGEMENTS AS COMPSOUTH  
12 PROPOSES IN SECTIONS 2.2.9, 2.3.6.4, 4.4.5, 5.3.3.5, 6.2.4.7 AND 6.9.1.7 OF  
13 EXHIBIT JPG-1?

14

15 A. No. The question is whether the CLECs are responsible for identifying what is in  
16 their embedded base, and telling BellSouth what the CLECs want to do with the  
17 embedded base as the embedded base is transitioned, or whether BellSouth should be  
18 required to notify the CLECs of the facilities that BellSouth believes are in the  
19 embedded base. It makes sense that each CLEC should identify its embedded base,  
20 and notify BellSouth of what it wants to do with that base. The alternative is for  
21 BellSouth to attempt to identify the embedded base, and then have the CLECs, in  
22 turn, figure out what they want to do with the embedded base, and then notify  
23 BellSouth of their decision. Why have two steps, performed by different players to  
24 achieve the results that one player, the CLEC, is clearly responsible for determining?  
25 Only the CLEC knows what it wants to do with its embedded base. What is the point



1 in having BellSouth identify the base for the CLECs, who have their own records  
2 upon which they can make this determination? Other than hoping that BellSouth  
3 might miss some of the former UNEs, thus extending the CLECs use of something  
4 they are not entitled to have, there doesn't seem to be much point in the CLECs'  
5 position. Further, BellSouth has hundreds of CLECs with which it is going to have to  
6 coordinate in order to transition former UNEs. Requiring BellSouth to devote its  
7 resources to identifying the embedded base, when each individual CLEC can use its  
8 own resources to identify its own embedded base, is not very efficient.

9  
10 Q. MAY A CLEC SPREADSHEET TAKE THE PLACE OF A LOCAL SERVICE  
11 REQUEST ("LSR") OR ACCESS SERVICE REQUEST ("ASR") FOR PURPOSES  
12 OF CONVERTING EMBEDDED BASE AND EXCESS CIRCUITS TO  
13 ALTERNATIVE SERVING ARRANGEMENTS AS COMPSOUTH PROPOSES IN  
14 SECTIONS 2.2.9, 2.3.6.4, 4.4.5, 5.3.3.5, 6.2.4.7 AND 6.9.1.7 OF EXHIBIT JPG-1?

15  
16 A. It depends. CLECs must follow the ordering procedures that BellSouth has in place  
17 for each de-listed UNE. To bulk convert UNE-P services to UNE-L arrangements, a  
18 spreadsheet may not be substituted for an LSR. Instead, BellSouth has provided  
19 CLECs with an on-line pre-ordering scheduling tool to permit the reservation of due  
20 dates associated with Bulk Migrations. Once spreadsheets are submitted and the  
21 parties agree that all de-listed UNE circuits are identified, CLECs may proceed with  
22 the normal process for Bulk migrations. To convert high-cap loops and transport to  
23 alternative services, however, CLECs may submit such requests on a spreadsheet and  
24 the spreadsheet will take the place of an LSR/ASR. If the CLECs comply with the

1 reasonable dates BellSouth has proposed for submitting conversion requests, we can  
2 achieve an orderly transition using BellSouth's existing procedures.  
3

4 **Issue 4**

5 **Caps on DS1 and DS3 Loops**

6 Q. DO YOU AGREE WITH THE LANGUAGE COMPSOUTH IS PROPOSING TO  
7 ADDRESS THE CAPS ON UNE DS1 AND DS3 LOOPS IN SECTIONS 2.2.4-  
8 2.2.5.2 OF EXHIBIT JPG-1?  
9

10 A. I believe so. When Mr. Gillan filed his direct testimony in Georgia, CompSouth's  
11 proposed language asserted that the caps on DS1 and DS3 loops applied only to the  
12 Embedded Base during the transition period. It now appears that Sections 2.2.4,  
13 2.2.5.1 and 2.2.5.2 in Exhibit JPG-1 to Mr. Gillan's South Carolina testimony have  
14 been revised to correct this error in CompSouth's proposed language. The TRRO  
15 states that the caps apply: (1) even where the test requires DS3 loop unbundling  
16 (TRRO, ¶ 177 (limitation on DS3 loops)), and (2) where we have otherwise found  
17 impairment without access to such loops (TRRO, ¶ 181 (limitation on DS1 loops)).  
18

19 **Cap on DS1 Transport**

20 Q. THE PARTIES' DIRECT TESTIMONY INDICATES DISAGREEMENT ON THE  
21 DS1 TRANSPORT CAP. HAS THIS ISSUE BEEN RESOLVED?  
22

23 A. Yes, this issue has been resolved.  
24  
25

1    **Definitions**

2    Q.     SHOULD THE COMMISSION ADOPT THE DEFINITION COMPSOUTH  
3           PROPOSES FOR THE TERM “BUILDING” IN SECTION 10.1 OF COMPSOUTH  
4           EXHIBIT JPG-1?

5  
6    A.     In South Carolina, CompSouth is proposing a different definition for the term  
7           “building” than it did in Exhibit JPG-1 to Mr. Gillan’s testimony previously filed in  
8           the other states in BellSouth’s region.   BellSouth is still reviewing CompSouth’s  
9           proposed new definition; and we may be willing to agree to this proposal with  
10          modifications. However, BellSouth is not willing to accept Mr. Gillan’s proposal in  
11          its present form. As I said in my direct testimony, the term “building” should be  
12          defined based on a “reasonable person” standard. As such, a single structure  
13          building, like the Wilbur Smith building, is one “building” regardless of whether it  
14          has a centralized entry point for telecommunications services.

15  
16   Q.     SHOULD THE COMMISSION ADOPT THE DEFINITION COMPSOUTH IS  
17          PROPOSING FOR BUSINESS LINES IN SECTION 10.2 OF EXHIBIT JPG-1?

18  
19   A.     CompSouth is also proposing a new definition for the term “business line” in South  
20          Carolina. While I will acknowledge that CompSouth’s new proposed “business line”  
21          definition in South Carolina more closely tracks the FCC’s “business line” definition  
22          in 47 C.F.R. § 51.5 than its previous proposal in BellSouth’s other states; it still does  
23          not track the FCC’s definition completely. CompSouth has added an erroneous

1 sentence regarding HDSL capable copper loops at the end of its proposed definition,  
2 which BellSouth witness, Eric Fogle, addresses in his rebuttal testimony.

3

4 As I stated in my direct testimony, this Commission should adopt the FCC's  
5 definition for "Business Line" as set forth in 47 C.F.R. § 51.5, disregarding  
6 CompSouth's pleas for additional erroneous language.

7

8 Q. SHOULD THE COMMISSION ADOPT THE DEFINITION OF "FIBER-BASED  
9 COLLOCATOR" AS CONTAINED IN COMPSOUTH EXHIBIT JPG-1, SECTION  
10 10.4?

11

12 A. No. The memorialized definition in the interconnection agreement should not go  
13 beyond what the FCC has included in its rules. CompSouth's proposal goes well  
14 beyond the FCC's definition in several ways. They inappropriately broaden the  
15 definition of affiliates to incorporate companies who have done no more than engage  
16 in merger discussions. This is simply absurd. Merger discussions frequently break  
17 down for a variety of reasons. Further, there must be a date certain upon which the  
18 non-impairment facts are based. The key factor is what companies are actually  
19 merged or affiliated on the date in which the non-impairment determination is made,  
20 whether that is the TRRO effective date or a future date when BellSouth designates  
21 additional unimpaired wire centers. More importantly, however, is how the  
22 collocator is served by fiber. CompSouth attempts to exclude arrangements where a  
23 collocated carrier (carrier A) has obtained fiber or fiber capacity from another

1       collocated carrier (carrier B) for transporting traffic into and out of the wire center.  
2       In this example, assume carrier A has fiber terminating equipment in its collocation  
3       arrangement and has fiber connected to that equipment that it obtained from carrier B.  
4       Both collocated carriers, if actively powered, qualify as fiber based collocators under  
5       the FCC's definition. This, of course, is in addition to arrangements that a carrier has  
6       self-deployed fiber or obtained fiber from a third party delivered directly to the  
7       collocation arrangement from the cable vault.

8  
9       BellSouth is unwilling to include the language that CompSouth proposes concerning  
10      fiber based collocation, which is inconsistent with the FCC's definition. At present,  
11      BellSouth's count of fiber-based collocators only accounts for those arrangements  
12      served by fiber, although the FCC's definition of business line permits the  
13      consideration of fiber optic cable or "comparable transmission facility".

14  
15   **Issue 5(b)**

16   **Wire Center Determinations**

17      Q. ON PAGE 20 OF HIS TESTIMONY, MR. GILLAN REQUESTS THAT THIS  
18      COMMISSION REVIEW BELLSOUTH'S WIRE CENTER DETERMINATIONS,  
19      IMPLYING THAT BELLSOUTH MAY HAVE ADJUSTED ITS  
20      DETERMINATIONS TO SERVE ITS OWN INTERESTS. HOW DO YOU  
21      RESPOND?

22  
23      A. First, let me reiterate that my understanding is that BellSouth's legal position is that  
24      the FCC is the only regulatory body that has jurisdiction over whether BellSouth

1 properly applied the FCC's criteria. Having said this, however, I would like to assure  
2 this Commission that BellSouth has tried to exercise every precaution to ensure that it  
3 properly applied the FCC's criteria to determine which of its wire centers exceed the  
4 non-impairment thresholds. We not only took great care in analyzing business line  
5 data, we also ensured the accuracy of our counts of fiber-based collocators by having  
6 BellSouth personnel visit wire centers to verify the presence of fiber-based  
7 collocators reflected in our billing records. We *absolutely did not* alter these findings  
8 to serve our own interests.

9  
10 Q. DID BELL SOUTH TAKE ANY OTHER STEPS TO ENSURE THE ACCURACY  
11 OF ITS WIRE CENTER DETERMINATIONS?

12  
13 A. Yes, we did. Notwithstanding our efforts to accurately count business lines, we found  
14 that a mathematical error had been made that impacted the initial results posted to our  
15 website. Thus, we retained Deloitte & Touche to conduct its own review of our  
16 calculations and to ensure that the calculations were correct based on the  
17 methodology we used. As David Wallis' testimony and exhibits demonstrate,  
18 Deloitte's calculations confirm BellSouth's determinations.

19  
20 Q. DO YOU AGREE WITH MR. GILLAN'S REPRESENTATIONS, ON PAGES 21-  
21 22, AS TO HOW BELL SOUTH SHOULD HAVE COUNTED BUSINESS LINES?

22  
23 A. I disagree with certain of his arguments that conflict with the FCC's instructions  
24 regarding counting of business lines.

1 Q. DO YOU AGREE WITH MR. GILLAN'S RECOMMENDATIONS TO THIS  
2 COMMISSION REGARDING THE CONSIDERATION OF UNE-L LINES IN  
3 EACH WIRE CENTER?  
4

5 A. No. Mr. Gillan argues that, before BellSouth can include UNE-L lines in its business  
6 line count, it must first determine which UNE-L lines are used to provide switched  
7 services. However, the FCC did not impose this requirement. Rather, the FCC's rule  
8 states that all UNE-L lines shall be counted:  
9

10 The number of business lines in a wire center shall equal the sum of all  
11 incumbent LEC switched access lines, *plus the sum of all UNE loops*  
12 *connected to that wire center*, including UNE loops provisioned in  
13 combination with other unbundled elements.<sup>4</sup> (emphasis added)  
14

15 Of course, this definition makes sense. Remember, the objective here is to determine  
16 where the CLECs are not impaired without access to BellSouth's facilities as UNEs.  
17 The FCC has determined that business lines is a good indicator of that, but of course  
18 the fact that the CLECs have already purchased UNE loops in an wire center,  
19 irrespective of what services the CLEC provides over the UNE loops, is equally good  
20 proof that CLECs are not impaired in that wire center. In paragraph 105, the FCC  
21 acknowledged the data it considered in setting its thresholds as well as the  
22 appropriateness of such data:  
23

24 "The BOC wire center data that we analyze in this Order is based on ARMIS  
25 43-08 business lines, plus business UNE-P, ***plus UNE-Loops***. We adopt this  
26 definition of business lines because it fairly represents the business  
27 opportunities in a wire center, including business opportunities already being  
28 captured by competing carriers through the use of UNEs.....[B]y basing our  
29 definition in an ARMIS filing required of incumbent LECs, and adding UNE  
30 figures, which must also be reported, we can be confident in the accuracy of

---

<sup>4</sup> 47 C.F.R. § 51.5 (emphasis added).

1 the thresholds, and a simplified ability to obtain the necessary information“  
2 (*emphasis added*).  
3  
4

5 Furthermore, the FCC no doubt recognized that the ILECs would have no way of  
6 knowing what the UNE loops are being used for; hence the requirement that all UNE  
7 loops be included in the business line count. Throughout the TRRO the FCC  
8 emphasizes the need for a straightforward, simplified process that does not require a  
9 fact-intensive inquiry. This includes the passage quoted above.  
10

11 Q. IN ITS COUNT OF BUSINESS LINES, DID BELL SOUTH COUNT HDSL LOOPS  
12 AS IT DID DS1 LOOPS, COUNTING EACH 64 Kbps-EQUIVALENT AS ONE  
13 LINE, AS MR. GILLAN ASSUMES ON PAGE 26 OF HIS DIRECT TESTIMONY?  
14

15 A. No, we did not. As BellSouth witness Eric Fogle explains in more detail, BellSouth  
16 counted UNE HDSL loops conservatively, on a one-for-one basis, although it would  
17 have been appropriate to convert these loops to their voice grade equivalents. Let me  
18 also make clear that, although BellSouth has defined DS1 loops to include 2-wire and  
19 4-wire HDSL Compatible Loops, BellSouth included only in service DS1 loops  
20 (converted to voice grade equivalents) and in service UNE HDSL loops (which were  
21 not converted).  
22

23 Q. MR. GILLAN SUGGESTS ON PAGE 21 THAT ONLY UNE-P BUSINESS LINES  
24 SHOULD BE COUNTED. DID BELL SOUTH COUNT UNE-P RESIDENTIAL  
25 LINES IN ITS BUSINESS LINE COUNT DATA?  
26



1 A. No we did not.

2

3 Q. MR. GILLAN PROPOSES THAT THE WIRE CENTER LIST BE  
4 INCORPORATED INTO INTERCONNECTION AGREEMENTS. DO YOU  
5 AGREE?

6

7 A. Since interconnection agreements will have to be amended to reflect the outcome of  
8 this proceeding, BellSouth is not opposed to the initial wire center list being  
9 incorporated into the interconnection agreements. BellSouth is, however, opposed to  
10 any requirement to have subsequent wire center lists incorporated into  
11 interconnection agreements, as that would require unnecessary administrative work  
12 when the same result can be achieved more efficiently. It makes more sense to refer  
13 in the interconnection agreements to BellSouth's website for the latest wire center  
14 list, as is the case with CLEC guides, collocation space exhaust lists and other  
15 instructional guides that impact the availability, ordering and provisioning of services  
16 offered pursuant to the interconnection agreement.

17

18 Q. IN HER TESTIMONY, WANDA MONTANO OF US LEC REQUESTS THE  
19 OPPORTUNITY TO REVIEW THE DATA BELLSOUTH RELIED UPON TO  
20 DETERMINE WHICH WIRE CENTERS MET THE THRESHOLD  
21 REQUIREMENT. IS BELLSOUTH WILLING TO PRODUCE THIS DATA?

22

23 A. Yes. BellSouth has made available its 2003 data to counsel for US LEC in Atlanta.  
24 BellSouth has also provided US LEC with copies of its confidential discovery  
25 responses with additional wire center data. Finally, BellSouth has previously

1 responded to carriers' questions through letters and by providing copies of the  
2 Deloitte reports upon request. BellSouth has no objection to providing its wire center  
3 data to any requesting carrier pursuant to this Commission's Protective Order and  
4 appropriate protective agreements.

5

6 Q. ON PAGE 18 OF WANDA MONTANO'S TESTIMONY, SHE ASSERTS THAT  
7 TRANSITION OF THE EMBEDDED BASE OF HIGH CAP LOOPS AND  
8 DEDICATED TRANSPORT CANNOT BEGIN UNTIL BELL SOUTH'S LIST OF  
9 WIRE CENTERS HAS BEEN APPROVED. HOW DO YOU RESPOND?

10

11 A. The wire center list attached to BellSouth's April 15, 2005 Carrier Notification Letter  
12 is reflective of the data the FCC instructed the ILECs to use. Therefore, CLECs  
13 should use this list to take the appropriate actions to identify their embedded base and  
14 determine the alternative arrangements to which they intend to convert these circuits.

15

16 Ms. Montano expresses some concerns about BellSouth's wire center list, and she  
17 bases her concern on the fact that BellSouth issued revisions to its initial list. While  
18 BellSouth did revise its initial list when we determined that it was not correct, we also  
19 took precautions to ensure that the revised list was accurate before we re-posted it on  
20 BellSouth's website. I addressed these precautions in my direct testimony and I  
21 summarize them again in this testimony. Also, as I indicated above, BellSouth is  
22 willing to provide CLECs with access to the data underlying its list and has done so  
23 when requested. If additional revisions are necessary to incorporate the results of  
24 confirmed CLECs' discovery responses, BellSouth will make such changes. The  
25 precautions BellSouth has taken, our willingness to provide the data, and our

1 willingness to utilize the discovery process should alleviate Ms. Montano's concerns.  
2 Additionally, BellSouth is prepared to make CLECs whole in the event a CLEC  
3 timely reacts to BellSouth's posted wire center list, and at a later date, the list is found  
4 to be incorrect.

5  
6 Q. US LEC SUGGESTS, ON PAGE 15 OF WANDA MONTANO'S TESTIMONY,  
7 TWO PROPOSED METHODS FOR DETERMINING WHICH WIRE CENTERS  
8 MEET THE FCC'S IMPAIRMENT THRESHOLDS. HOW DO YOU RESPOND?

9  
10 A. The first method proposed by Ms. Montano, which would require that the parties  
11 mutually agree on facts to identify the wire centers that meet the FCC's criteria, is  
12 really not a feasible option since it would only address U.S. LEC's concerns about  
13 BellSouth's wire center list. It would be virtually impossible to go through this  
14 process with every CLEC in this state.

15  
16 The second method proposed by U.S. LEC would require that the Commission  
17 approve BellSouth's wire center list through the arbitration process. For purposes of  
18 approving BellSouth's initial wire center list, this proceeding should suffice.  
19 However, BellSouth does not believe it would be an efficient use of the  
20 Commission's or BellSouth's resources to arbitrate separately with each CLEC  
21 modifications to subsequent wire center list. BellSouth proposes that Commission  
22 approval for subsequent wire center determinations be undertaken in an orderly, more  
23 expedited basis. BellSouth is also considering the proposal made by CompSouth in  
24 its exhibit JPG-1 associated with Issue 5. BellSouth has made certain preliminary  
25 modifications to the CompSouth proposal in Exhibit PAT-5 and anticipates having an

1 opportunity to discuss this proposal with CompSouth and any other interested CLECs  
2 prior to the hearing to determine whether there is some mutually agreeable resolution  
3 of this issue.  
4

5 **Modifications to the wire center list**

6 Q. BEFORE YOU BEGIN ADDRESSING MR. GILLAN'S RECOMMENDED  
7 MEANS FOR HANDLING MODIFICATIONS TO THE APPROVED WIRE  
8 CENTER LIST, PLEASE BRIEFLY DESCRIBE HOW BELL SOUTH PROPOSES  
9 THAT SUCH MODIFICATIONS BE HANDLED.  
10

11 A. As reflected in the contract language set forth in my Exhibits PAT-1 and PAT-2,  
12 BellSouth proposed that, to the extent additional wire centers are found to meet the  
13 FCC's no impairment criteria, we will notify CLECs of these new wire centers via a  
14 Carrier Notification Letter. Our standard contract language proposal states that ten  
15 business days (which equates to fourteen calendar days) after posting the Carrier  
16 Notification Letter, the non-impairment designations would become effective and  
17 BellSouth would no longer be obligated to offer high cap loops and dedicated  
18 transport as UNEs in such wire centers, except pursuant to the self-certification  
19 process.  
20

21 High cap loop and transport UNEs that were in service when the subsequent wire  
22 center determination was made will remain available as UNEs for 90 days after the  
23 effective date of the non-impairment designation. However, affected CLECs would  
24 be obligated to submit spreadsheets identifying these embedded base UNEs to be  
25 converted to alternative BellSouth services or disconnected no later than 40 days from

1 the date of BellSouth's Carrier Notification Letter. From that date, BellSouth will  
2 negotiate a project conversion timeline.

3

4 The language BellSouth is proposing to address modifications and updates to the wire  
5 center list is contained in Section 2.1.4 of Exhibits PAT-1 and PAT-2.

6

7 Q. IS BELL SOUTH WILLING TO CONSIDER MODIFICATIONS TO ITS  
8 PROPOSED PROCESS FOR ADDRESSING SUBSEQUENT WIRE CENTERS  
9 THAT ARE NOT IMPAIRED?

10

11 A. BellSouth believes its standard offering is commercially reasonable. However,  
12 BellSouth is willing to consider other commercially reasonable terms that could  
13 eliminate disputes. For example, BellSouth has achieved a compromise solution with  
14 several of its CLEC customers with material volumes of high capacity services. For  
15 example, in exchange for the CLEC's agreement on other proposed terms, BellSouth  
16 agreed to extend its proposed timeline for transition to 120 days from the date  
17 BellSouth posts to its website the carrier notification letter identifying subsequent  
18 non-impaired wire centers. BellSouth is continuing its discussions with CompSouth's  
19 members as well as other CLECs on similar proposals in an effort to resolve this  
20 issue. Absent a mutually agreeable compromise, however, BellSouth's standard  
21 terms should apply.

22

23 Q. ON PAGE 33 OF HIS DIRECT TESTIMONY, MR. GILLAN PROPOSES THAT  
24 BELL SOUTH FILE ITS WIRE CENTER CHANGES ANNUALLY, COINCIDENT

1 WITH ITS ARMIS FILING WITH THE FCC. IS BELL SOUTH WILLING TO  
2 ENTERTAIN SUCH A PROPOSAL?

3

4 A. As I indicated above, BellSouth is in the process of reviewing CompSouth's proposal  
5 and may be willing to agree to this proposal with modifications. BellSouth is not  
6 willing to accept Mr. Gillan's proposal in its present form.

7

8 **Issue 8**

9 **Section 271**

10 Q. ON PAGES 38 THROUGH 48 OF HIS DIRECT TESTIMONY, MR. GILLAN  
11 ARGUES THAT BELL SOUTH IS OBLIGATED TO OFFER "ADDITIONAL" 271  
12 OFFERINGS AT JUST AND REASONABLE RATES IN INTERCONNECTION  
13 AGREEMENTS SUBJECT TO SECTION 252 COMMISSION APPROVAL. HOW  
14 DO YOU RESPOND?

15

16 A. BellSouth addressed these legal issues in its *Motion for Summary Judgment, or in the*  
17 *Alternative, Motion for Declaratory Ruling* filed with this Commission. As I  
18 understand the situation, this is a legal issue, and that is why BellSouth filed its  
19 motions seeking a legal determination of these issues prior to hearings. Mr. Gillan,  
20 like me, isn't a lawyer. If there are relevant facts, I will be happy to discuss them, but  
21 I will leave the discussion of what the law requires to the lawyers. I would simply  
22 urge this Commission not to be led astray by Mr. Gillan's rhetoric and to focus  
23 instead on the legal arguments the parties have submitted.

24

25 **Issues 10 & 11**

1 Q. HOW DO YOU RESPOND TO MR. GILLAN'S ASSERTIONS ABOUT  
2 "MANDATED MIGRATIONS" ON PAGE 63-64 OF HIS DIRECT TESTIMONY?

3

4 A. Let me clarify that "mandated migrations" is a term Mr. Gillan uses to define what  
5 happens to UNEs that were de-listed by the FCC in the TRO almost two years ago. I  
6 disagree with his categorization of the conversion of these UNEs to alternative  
7 arrangements as those that "BellSouth effectively forces on an entrant because a  
8 particular UNE or Combination is no longer offered". To the contrary, these are  
9 UNEs which CLECs were obligated to convert to alternative services long before  
10 now. The only reason BellSouth would be the "moving party" (to use Mr. Gillan's  
11 term) to handle disposition of these UNEs at this point would be if 1) the CLEC failed  
12 to negotiate with BellSouth to remove rates, terms and conditions for these elements  
13 from their interconnection agreement and 2) failed to act to convert these UNEs to  
14 alternative services. As such, BellSouth should not be forced to absorb the non-  
15 recurring charges associated with converting these services to equivalent BellSouth  
16 tariffed services. This is not BellSouth's "own decision" as Mr. Gillan claims; rather,  
17 BellSouth is simply implementing the requirements of the TRO which some CLECs  
18 have chosen to disregard.

19

20 Q. SHOULD THIS COMMISSION ADOPT THE LANGUAGE COMPSOUTH IS  
21 PROPOSING IN SECTION 1.6 OF EXHIBIT JPG-1 TO ADDRESS THE  
22 HANDLING OF UNES THAT ARE NOT TRANSITIONED ON OR BEFORE  
23 MARCH 11, 2006?

24

1 As with its proposed “building” and “business line” definitions in South Carolina,  
2 CompSouth is proposing new language for Issue 10 in South Carolina. Issue 10  
3 addresses UNEs that were de-listed by the FCC almost two years ago in the TRO  
4 (enterprise switching, Optical Carrier level N “OCN” loops and transport, etc.) and  
5 should no longer remain in place today. CompSouth’s proposed language for Issue  
6 10 in South Carolina appears to be a modified version of BellSouth’s proposed  
7 language for this issue; however, it should surprise no one at this point that  
8 CompSouth has revised BellSouth’s language to 1) bid CompSouth members more  
9 time to transition off of de-listed UNEs, and 2) remove any references to charges that  
10 would apply if CLECs failed to convert or disconnect these UNEs and BellSouth had  
11 to initiate this effort on its own. For these reasons, BellSouth will not agree to  
12 CompSouth’s new proposed language in Section 1.6 of Attachment JPG-1.

13

14 BellSouth urges this Commission to reject CompSouth’s proposed language for Issue  
15 10. Such language would simply allow CLECs to have prolonged access to de-listed  
16 UNEs after the end of the transition period.

17

18 Q. HOW DO YOU RESPOND TO COMPSOUTH’S PROPOSED LANGUAGE FOR  
19 ISSUE 11?

20

21 A. CompSouth is proposing the same language for Issue 11 that it has proposed for Issue  
22 2 in this proceeding. Therefore, in addressing issue 11 for South Carolina, I  
23 respectfully refer this Commission to BellSouth’s redlines of Issue 2 in Exhibit PAT-  
24 5 to my rebuttal testimony. BellSouth’s redline of CompSouth’s proposed language  
25 for Issue 2 shows the areas of disagreement between the parties. I have addressed



1           these areas of disagreement in both my direct and rebuttal testimony in this  
2           proceeding.

3

4   **Issue 14**

5   **Commingling**

6   Q.    ON PAGES 49 OF MR. GILLAN'S DIRECT TESTIMONY, HE ASKS THIS  
7           COMMISSION TO REQUIRE THAT SECTION 271 OFFERINGS BE IDENTICAL  
8           TO THE SECTION 251 OFFERINGS THEY REPLACE, EXCEPT AS TO PRICE.  
9           HOW DO YOU RESPOND?

10

11   A.   This is a legal issue which BellSouth has addressed in its *Motion for Summary*  
12           *Judgment, or in the Alternative, Motion for Declaratory Ruling* in this docket.  
13           Therefore, I do not intend to provide any further comment on this particular issue.

14

15   Q.   SHOULD THIS COMMISSION ADOPT THE LANGUAGE COMPSOUTH IS  
16           PROPOSING IN SECTION 1.11 OF EXHIBIT JPG-1 TO ADDRESS CARRIERS'  
17           COMMINGLING OBLIGATIONS?

18

19   A.   No. In addition to the dispute regarding CompSouth's legal conclusions on this issue  
20           in general, BellSouth does not agree to CompSouth's proposal that multiplexing  
21           equipment should be billed at a cost-based rate. The cost of the multiplexing  
22           equipment should be based on the jurisdiction of the higher capacity element with  
23           which it is associated. For example, if a UNE DS1 loop is attached to a special  
24           access DS3 via a 3/1 multiplexer, the multiplexing function is necessarily associated  
25           with the DS3 – because it is the DS3 44 Mbps signal that is being “split”, or

1 multiplexed, in to 28 individual 1.44 Mbps channels. Thus, the multiplexing  
2 equipment is always associated with the higher bandwidth service that is being  
3 broken down into smaller channel increments.  
4

5 **Issue 15**

6 Q. COMPSOUTH HAS PROPOSED LANGUAGE REGARDING SPECIAL ACCESS  
7 TO UNE CONVERSIONS UNDER ISSUE 15 IN EXHIBIT JPG-1. HOW DO YOU  
8 RESPOND?  
9

10 A. BellSouth is generally in agreement with CompSouth's proposed language and has  
11 made minor modifications to it as reflected in Exhibit PAT-5. However, CompSouth  
12 references rates found in "Exhibit A" which are not attached to CompSouth's  
13 proposed language. I proposed "switch-as-is" rates in addressing this issue in my  
14 direct testimony. BellSouth recommends that the Commission adopt BellSouth's  
15 proposed rates.  
16

17 **Issue 16**

18 Q. COMPSOUTH HAS PROVIDED A RESPONSE REGARDING ISSUE 16 IN  
19 EXHIBIT JPG-1. HOW DO YOU RESPOND?  
20

21 A. BellSouth believes that any conversions pending on the effective date of the TRO  
22 should be guided by whether the CLEC had the appropriate conversion language in  
23 its interconnection agreement at the time the TRO became effective. To the extent  
24 this is what CompSouth is proposing, then the parties are in agreement. There is

1 nothing in the FCC's rules to indicate that these conversion provisions should be  
2 applied retroactively.  
3

4 **Issue 22**

5 **Call Related Databases**

6 Q. DO YOU AGREE WITH COMPSOUTH'S PROPOSED LANGUAGE IN  
7 SECTION 4.4.3.1 TO ADDRESS BELL SOUTH'S OBLIGATIONS TO PROVIDE  
8 CALL RELATED DATABASES DURING THE TRANSITION PERIOD?  
9

10 A. For the most part, yes, provided that the parties can reach agreement on the  
11 appropriate language to govern the transition of the embedded base DS0 local  
12 switching and UNE-P lines to alternative arrangements.  
13

14 Q. HOW DO YOU RESPOND TO THE LANGUAGE THAT IS INCLUDED IN MR.  
15 GILLAN'S EXHIBIT JPG-1 THAT IS ATTRIBUTED TO COMPSOUTH  
16 MEMBER MCI?  
17

18 A. It should not be adopted. The FCC rejected MCI's proposal in paragraph 558 of the  
19 TRO.  
20

21 **Issue 29**

22 **EEL Audits**

23 Q. IT APPEARS COMPSOUTH IS THE ONLY PARTY TO PROVIDE TESTIMONY  
24 OR PROPOSED LANGUAGE ON THIS ISSUE. WHAT ARE YOUR SUMMARY  
25 COMMENTS REGARDING THE COMPSOUTH PROPOSED LANGUAGE?

1

2 A. Generally, the CompSouth proposed language goes well beyond the FCC's  
3 requirements implementing an ILEC's right to audit. BellSouth has provided redlines  
4 to the CompSouth proposed language under Issue 29 that BellSouth is willing to  
5 accept, attached as a component of Exhibit PAT-5.

6

7 Q. DO YOU AGREE WITH MR. GILLAN'S PROPOSAL, ON PAGE 62 OF HIS  
8 DIRECT TESTIMONY, THAT BELL SOUTH PROVIDE CLECS WITH 1)  
9 NOTICE OF ITS INTENT TO AUDIT AND 2) THE GROUNDS PURSUANT TO  
10 WHICH IT BELIEVES IT HAS GOOD CAUSE TO CONDUCT THE AUDIT?

11

12 A. BellSouth has already agreed to Notice of Audit provisions in many of its  
13 interconnection agreements, even though the FCC does not place any such obligation  
14 on BellSouth. The FCC's rules permit BellSouth to conduct an audit on an annual  
15 basis to determine if a particular CLEC is complying with the service eligibility  
16 criteria; and since BellSouth must bear the cost of the audit, the audits we have  
17 conducted so far are certainly not "fishing expeditions" as Mr. Gillan claims on page  
18 62, line 2 of his direct testimony. As the FCC found in the TRO, permitting ILECs to  
19 conduct an annual audit "strikes the appropriate balance between the incumbent  
20 LECs' need for usage information and risk of illegitimate audits that impose costs on  
21 qualifying carriers."<sup>5</sup> BellSouth is under no obligation to provide the grounds to  
22 support its request for an audit. Doing so would serve no purpose other than to  
23 enable the audited CLEC to unreasonably dispute and, therefore, delay the audit.

24

---

<sup>5</sup> TRO, ¶ 626.

1 Q. HOW DO YOU RESPOND TO COMPSOUTH'S PROPOSED LANGUAGE IN  
2 SECTION 5.3.4.4. OF EXHIBIT JPG-1 THAT THE PARTIES MUST MUTUALLY  
3 AGREE UPON THE INDEPENDENT AUDITOR?

4

5 A. CompSouth's proposed language once again imposes requirements upon BellSouth  
6 for which there is no foundation. Since the TRO requires that BellSouth use an  
7 "independent" auditor, there should be no concern that the auditor is in any way  
8 biased toward BellSouth's interests. BellSouth would not knowingly violate the law.  
9 Furthermore, if BellSouth is going to bear the cost of the audit, then BellSouth  
10 certainly has the right to select that auditor on its own. Requiring that BellSouth and  
11 the audited CLEC mutually agree on the auditor will also lead only to unreasonable  
12 and unnecessary delays and disputes.

13

14 Q. HOW DO YOU RESPOND TO COMPSOUTH'S PROPOSED LANGUAGE IN  
15 SECTIONS 5.3.4.5 AND 5.3.4.6 OF EXHIBIT JPG-1?

16

17 A. The language is good, but it does not go far enough. In Section 5.3.4.5, CompSouth  
18 acknowledges the FCC's requirement that, "To the extent the independent auditors  
19 report concludes that the competitive LEC failed to comply with the service eligibility  
20 criteria, that carrier must true-up any difference in payments, convert all  
21 noncompliant circuits to the appropriate service, and make the correct payments on a  
22 going-forward basis."<sup>6</sup> However, this language fails to properly address the FCC's  
23 requirement that it must also "reimburse the incumbent LEC for the cost of the  
24 independent auditor."<sup>7</sup>

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<sup>6</sup> TRO, ¶ 627.

<sup>7</sup> Id.

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CompSouth addresses this requirement in Section 5.3.4.6; yet its proposed language does not clarify that reimbursement to BellSouth by CompSouth for the cost of the audit is required “in the event the independent auditor concludes the competitive LEC failed to comply with the service eligibility criteria.” (TRO, ¶ 627). Additionally, CompSouth’s proposed language places limits on the auditor costs for which it would have to reimburse BellSouth. Contrary to CompSouth’s proposal, the TRO requires that the audited CLEC would have to reimburse BellSouth for the *full* cost of the independent auditor if found to be non-compliant.

**Issue 31**

**ISP CORE FORBEARANCE ORDER**

- Q. IS MS. MONTANO OF U.S. LEC CORRECT IN HER STATEMENT THAT ADDITIONAL LANGUAGE IS UNNECESSARY TO EFFECTUATE THE CORE ORDER?
- A. No. Ms. Montano’s account of the language in the Interconnection Agreement between BellSouth and US LEC dated June 20, 2004 (“US LEC Interconnection Agreement”) is correct, but incomplete. It is clear from Sections 14.2 and 14.3 of the General Terms and Conditions of the US LEC Interconnection Agreement that any change to the provisions of the US LEC Interconnection Agreement should be made in writing and signed by both parties.

1 Section 14.2 of the General Terms and Conditions of the US LEC  
2 Interconnection Agreement states:

3 No modification, amendment, supplement to, or waiver of the  
4 Agreement or any of its provisions shall be effective and binding upon  
5 the Parties unless it is made in writing and duly signed by the Parties.  
6

7 It is clear from this section that neither party can unilaterally implement changes to  
8 the US LEC Interconnection Agreement without a formal amendment signed by both  
9 parties.  
10

11 Section 14.3 of the General Terms and Conditions of the US LEC Interconnection  
12 Agreement is also relevant. It states:

13 In the event that any effective legislative, regulatory, judicial or other  
14 legal action materially affects any material terms of this Agreement, or  
15 the ability of [US LEC] or BellSouth to perform any material terms of  
16 this Agreement, [US LEC] or BellSouth may, on thirty (30) days'  
17 written notice require that such terms be renegotiated, and the Parties  
18 shall renegotiate in good faith such mutually acceptable new terms as  
19 may be required. In the event that such new terms are not renegotiated  
20 within ninety (90) days after such notice, the Dispute shall be referred  
21 to the Dispute Resolution procedure set forth in this Agreement.  
22

23 Contrary to Ms. Montano's testimony and pursuant to the aforementioned sections of  
24 the US LEC Interconnection Agreement, the Parties are required to negotiate the new  
25 terms necessary to effectuate the Core Order and such terms must be in writing,  
26 signed by both Parties, and incorporated into the US LEC Interconnection Agreement  
27 before such terms are considered effective unless a regulatory body has expressly  
28 ordered otherwise.  
29

1 Q. TO IMPLEMENT THE CORE ORDER, COMPSOUTH SIMPLY PROPOSES  
2 THAT ALL REFERENCES TO “NEW MARKETS” AND “GROWTH CAP”  
3 RESTRICTIONS BE DELETED FROM ALL INTERCONNECTION  
4 AGREEMENTS BETWEEN BELL SOUTH AND CLECS. IS THIS PROPOSAL  
5 REASONABLE FOR ALL CLECS?

6

7 A. No. Since all Interconnection Agreements do not necessarily reference “new  
8 markets” and “growth caps,” simply ordering the deletion of these terms would not  
9 address all scenarios. In fact, many of the Interconnection Agreements between  
10 BellSouth and CLECs are “bill and keep” on ISP-bound Traffic and, thus, the  
11 deletion of “new markets” and “growth cap” restrictions would not be applicable.

12

13 As I stated in my direct testimony, if the parties are not prohibited from implementing  
14 the Core decision, the mirroring rule still permits the CLEC to choose between two  
15 different rate structures. Thus, if the Interconnection Agreement between BellSouth  
16 and a CLEC has “bill and keep” on ISP-bound Traffic and the parties are not  
17 prohibited from implementing the Core Order, then the CLEC would have to identify  
18 the rate structure it desires and the Parties would then have to craft language to  
19 incorporate this rate structure into the Agreement in replacement of the “bill and  
20 keep” terms. Thus, simply ordering the deletion of “new markets” and “growth cap”  
21 restrictions does not effectively address all scenarios that may be encountered in the  
22 implementation of the Core Order.

23



1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

4 604046

**PAMELA A. TIPTON REBUTTAL EXHIBIT PAT-5**

**BELLSOUTH'S REDLINES TO DIRECT TESTIMONY EXHIBIT JPG-1 OF  
JOSEPH P. GILLAN**

**ISSUE 2:**

*What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order (TRRO), issued February 4, 2005?*

**CompSouth's proposed contract language establishes the following processes for the transition of Section 251(c)(3) switching, high-capacity loops, dedicated transport, and dark fiber UNEs.**

**BellSouth comments on its redlines to Issue 2:**

**As discussed in rebuttal testimony, where a term was not defined, BellSouth assumes the definition it has proposed is acceptable. For example, since the term "UNE Loop" is a defined term in BellSouth's proposed language and not in CompSouth's BellSouth deleted the use of "UNE" as descriptor. BellSouth has also deleted other language that is either redundant, misleading, or not aligned with the FCC's rules. For example, CompSouth erroneously includes "Customer" in its use of the term "Embedded Base", as in "Embedded Customer Base". The FCC discusses Embedded Base as elements or circuits rather than customers. BellSouth has also deleted the term "TELRIC" from the transitional rate terms as discussed in rebuttal testimony.**

**Since this section was discussing the transition of the embedded base, BellSouth deleted references to the self-certification process and the caps, as these terms have no bearing on the embedded base. The FCC defines the embedded bases as that which was in service on March 11, 2005. Additions of circuits after March 11 cannot change the "embedded base", as it was a snapshot in time.**

**BellSouth corrected the mis-statements in 2.4.4 as identified in its rebuttal testimony.**

**2.2**

**Transition for Certain DS1 and DS3 UNE Loops Under Section 251.**

**2.2.1**

**For purposes of this Section 2, the Transition Period for the Embedded Customer Base of DS1 and DS3 Loops (defined in 2.2.2) and for the Excess DS1 and DS3 Loops (defined in 2.2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.**

**2.2.2**

Exhibit JPG-1  
CompSouth Proposed Contract Language

~~For purposes of this Section 2, Embedded Customer Base means customers served by DS1 and DS3 Loops that were in service for CLEC as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 2.2.4.1 or 2.2.4.2. CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 Loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base, and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of DS1 or DS3 Loop customers by CLEC shall be removed from the Embedded Customer Base.~~

**2.2.3**

~~Excess DS1 and DS3 Loops are those CLEC DS1 and DS3 Loops in service as of the March 11, 2005 Effective Date of this Agreement, in excess of the caps set forth in Sections 2.2.4.1 and 2.2.4.2, respectively, or that are otherwise no longer available as section 251 UNEs. Subsequent disconnects or loss of DS1 or DS3 Loops customers by CLEC shall be removed from Excess DS1 and DS3 Loops.~~

**2.2.4**

~~Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available DS1 and DS3 UNE Loops to the Embedded Customer Base as described in this Section 2.2 only for the Embedded Base during the Transition Period:~~

**2.2.4.1**

~~BellSouth shall provide CLEC nondiscriminatory access to DS1 Loops to any Building not served by a wire center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (DS1 Threshold). CLEC shall be entitled to obtain up to ten (10) DS1 UNE Loops to each Building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(c)(3).~~

**2.2.4.2**

~~BellSouth shall provide CLEC nondiscriminatory access to DS3 Loops to any Building not served by a wire center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (DS3 Threshold). CLEC shall be entitled to obtain one DS3 UNE Loop to each Building in which DS3 UNE Loops are available on an unbundled basis pursuant to Section 251(c)(3).~~

CLEC shall be entitled to obtain up to ten (10) DS1 UNE Loops at any single building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(c)(3) (Excess DS1s) (MOVED FROM 2.2.4.1 ABOVE)

CLEC shall be entitled to obtain one DS3 UNE Loop at any single building in which DS3 UNE Loops are available on an unbundled basis pursuant to Section 251(c)(3) (Excess DS3s). (MOVED FROM 2.2.4.1 ABOVE).

NEW SECTION #1

Excess DS1 and DS3 Loops.

Exhibit JPG-1  
CompSouth Proposed Contract Language

2.2.4.3 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]

*The initial list of wire centers meeting the criteria set forth in Sections 2.2.4.1 and 2.2.4.2 above as of ~~the March 10, 2005 (Initial Wire Center List)~~ Effective Date of this Agreement is available on BellSouth's Interconnection Services Web site at [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com) attached as Exhibit C.*

2.2.6

*Transition Period Pricing. From March 11, 2005 ~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth ~~shall~~ may charge a rate for CLEC's Embedded ~~Customer Base~~ and CLEC's Excess DS1 and DS3 Loops described in this Section 2.2, ~~except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment 2, a rate equal to the higher of:~~*

*115% of the ~~TELRIC~~ rate paid for that element on June 15, 2004; or*

*115% of a new ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.*

*These rates shall be set forth in Exhibit B.*

2.2.7

*Once a wire center exceeds both of the thresholds set forth in Sections 2.2.4.1 and 2.2.4.2, BellSouth will not be required to provide CLEC future access to ~~new DS1 UNE~~ Loops for such wire center. ~~In such cases, BellSouth will provide access to new DS1 Loops as required pursuant to section 271.~~*

2.2.8

*Once a wire center exceeds both of the thresholds set forth in Sections ~~2.2.4.1 and~~ 2.2.4.2, BellSouth will not be required to provide CLEC future access to ~~new DS3 UNE~~ Loops for such wire center. ~~In such cases, BellSouth will provide access to new DS3 Loops as required pursuant to section 271.~~*

NEW SECTION #2

*The Transition Period shall apply only to CLEC's Embedded Base and Excess DS1 and DS3 Loops. CLEC shall not add new DS1 or DS3 Loops except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of this Attachment.*

2.2.9

*~~BellSouth CLEC~~ will provide written notice to ~~CLEC BellSouth~~ no later than December 9, February 10, 2005 ~~via spreadsheet identifying of the specific DS1 and DS3 UNE~~ Loops, including the Embedded ~~Customer Base~~ and Excess DS1 and DS3 ~~UNE~~ Loops that are required to be transitioned to other arrangements ~~facilities~~. CLEC may*

## Exhibit JPG-1

## CompSouth Proposed Contract Language

~~transition from these DS1 and DS3 UNE Loops to other available UNE Loops, wholesale facilities provided by BellSouth, including special access, DS1 and DS3 Loops unbundled under Section 271, wholesale facilities obtained from other carriers, or self-provisioned facilities. Alternatively, CLEC may disconnect such Loops. No later than March 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Loops unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base or Excess DS1 and DS3 UNE Loops; the identification of such disputed circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. For Conversions as defined in Section \_\_, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If CLEC chooses to convert the DS1 and DS3 UNE Loops into special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

## 2.2.9.1

~~If CLEC fails to submit the spreadsheet(s) specified in Section 2.2.9 above for its Embedded Customer Base and Excess DS1 and DS3 UNE Loops prior to December 9 March 11, 20056, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation section 271 of the equivalent BellSouth service.~~

## 2.2.9.2

~~For Embedded Customer Base circuits and Excess DS1 and DS3 UNE Loops transitioned pursuant to Section 2.2.9 or 2.2.9.1, the applicable recurring tariff charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such circuit services is transitioned, or March 11, 2006. are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.2.9 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base and Excess DS1 and DS3 UNE Loops to (1) wholesale facilities obtained from other carriers or self provided facilities; or (2) other available UNE Loops or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Loops unbundled under Section 271. The transition of the Embedded Customer Base and Excess DS1 and DS3 UNE Loops pursuant to Section 2.2.9 and 2.2.9.1 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

## 2.3.6.1

~~Transition for Certain UNE Dark Fiber UNE Loops under Section 251~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

2.3.6.1.1

For purposes of this Section 2.3.6, the Transition Period for the Embedded Customer Base of Dark Fiber Loops (defined in 2.3.6.1.2) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.3.6.1.2

For purposes of this Section 2.3.6, ~~Embedded Customer Base means end user customers served by Dark Fiber Loops that were in service for CLEC as of March 10, 2005 the Effective Date of the Agreement. CLEC shall be entitled to order and BellSouth shall provision Dark Fiber Loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base.~~ Subsequent disconnects or loss of Dark Fiber Loops end user customers by CLEC shall be removed from the Embedded Customer Base.

2.3.6.2

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber ~~UNE~~ Loops as described in this Section 2.3.6 only for CLEC's Embedded Customer Base during the Transition Period. CLEC shall not add Dark Fiber Loops.

2.3.6.3

Transition Period Pricing. From March 11, 2005 ~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth may charge a rate for CLEC's Embedded Customer Base as described in this Section 2.3.6, as set forth below:

A rate equal to the higher of:

115% of the ~~TELRIC~~ rate CLEC paid for that element on June 15, 2004; or

115% of the ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B

2.3.6.4

~~CLEC~~ BellSouth will provide written notice to BellSouth ~~CLEC~~ no later than June 10, 2006 via spreadsheet identifying the specific Dark Fiber UNE Loops that are required to be transitioned to other arrangements facilities. CLEC may transition from these Dark Fiber ~~UNE~~ Loops to other available wholesale facilities provided by BellSouth, including special access, ~~Dark Fiber Loops unbundled under section 271,~~ wholesale facilities obtained from other carriers, or self-provisioned facilities. Alternatively, CLEC may disconnect such Dark Fiber Loops. No later than September 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits to be either (1) disconnected or transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other wholesale facilities provided by BellSouth, including special access and Dark Fiber Loops unbundled under section 271. Such spreadsheets also shall identify circuits for which there is a dispute

Exhibit JPG-1  
CompSouth Proposed Contract Language

~~regarding its classification as part of the Embedded Customer Base. For Conversions as defined in Section \_\_\_\_\_, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base. If CLEC chooses to convert the Dark Fiber UNE Loops into special access circuits, BellSouth will include such Dark Fiber Loops once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

2.3.6.5

~~If CLEC fails to submit the spreadsheet(s) specified in Section 2.3.6.4 above for its Embedded Customer Base prior to June 10, September 11, 2006, BellSouth will may identify and transition such circuits to the equivalent wholesale services provided by BellSouth section 271 service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full non-recurring charges for installation of the equivalent BellSouth service.~~

2.3.6.6

~~For Embedded Customer Base circuits transitioned pursuant to Section 2.3.6.4 or 2.3.6.5, the applicable recurring charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such circuit is services transitioned, or September 11, 2006, are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.3.6.4 by September 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and Dark Fiber Loops unbundled under Section 271. The transition of the Embedded Customer Base pursuant to Section 2.3.6.4 and 2.3.6.5, should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

4.4

**~~Transition for Certain UNEDS0 Local Switching Under 251~~**

4.4.1

~~For purposes of this Section 4.4, the Transition Period for the Embedded Customer Base of Local Switching (defined in 4.4.2) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.~~

4.4.2

~~For the purposes of this Section 4.4, Embedded Customer Base means end user customers served by Local Switching at the DS0 level that was in service for CLEC as of March 10, 2005 the Effective Date of the Agreement. For the states of North Carolina and South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision Local Switching orders for the purposes of serving CLEC's current Local Switching End Users that existed as of March 10, 2005, Embedded Customer Base and such facilities are included in the Embedded Customer Base. For the~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

state of Alabama, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision Local Switching that CLEC orders for the purpose of serving CLEC's current Local Switching End Users, that existed as of March 10, 2005, and only for service at such End Users' current locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of end-user customers Local Switching by CLEC shall be removed from the Embedded Customer Base.

#### 4.4.3

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Local Switching as described in this Section 4.4 only for CLEC's Embedded Customer Base during the Transition Period.

##### 4.4.3.1

BellSouth shall also make available the following elements relating to used in conjunction with Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to Local Switching arrangements.

#### 4.4.4

*Transition Period Pricing. From March 11, 2005, the Effective Date of this Agreement through the completion of the Transition Period, BellSouth may shall charge a rate for CLEC's Embedded Customer Base described in this Section 4.4 as set forth below*

*A rate equal to the higher of:*

*The TELRIC rate at which CLEC leased Local Switching that combination of elements on June 15, 2004, plus one dollar; or*

*The TELRIC rate the Commission established, for Local Switching, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.*

*The rates shall be set forth in Exhibit A.*

#### 4.4.5

BellSouth CLEC will provide written notice to CLEC BellSouth no later than February 10 October 1, 2005 of the specific UNE Local Switching elements arrangements that are required to be transitioned to other facilities arrangements. CLEC may transition from these UNE Local Switching arrangements elements to other available wholesale facilities arrangements provided by BellSouth, including Local Switching unbundled under section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. No later than March 10 October 1, 2005, CLEC shall submit orders spreadsheet(s) identifying all of the Embedded Customer Base of circuits Local Switching elements to be either (1) disconnected or transitioned to wholesale facilities obtained from other



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

carriers or self-provisioned facilities; or (2) converted to other wholesale ~~arrangements~~ facilities provided by BellSouth, including Local Switching unbundled under section 271. Such spreadsheets also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base. Such spreadsheet shall take the place of an LSR or ASR.

#### 4.4.6

If CLEC fails to submit the ~~order~~ spreadsheet(s) specified in Section 4.4.5 above for its Embedded Customer Base prior to March 11, 2006, BellSouth ~~may will~~ transition ~~disconnect~~ such circuits ~~Local Switching elements~~ to the equivalent BellSouth section 271 service.

#### 4.4.7

For Embedded Customer Base circuits transitioned pursuant to Section 4.4.5 ~~or 4.4.6~~, the applicable recurring charges for alternative services provided by BellSouth shall apply as of the date such services are provided to CLEC, ~~whether ordered from BellSouth or designated by spreadsheet pursuant to Section 4.4.5 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and Local Switching unbundled under Section 271. The transition of the Embedded Customer Base pursuant to section 4.4.5 and 4.4.6 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

### 5.3.3

#### ***Transition Period for Certain UNE-P Under Section 251***

#### 5.3.3.1

*For purposes of this Section 5.3.3, the Transition Period for the Embedded Customer Base of UNE-P (defined in 5.3.3.2) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.*

#### 5.3.3.2

*For the purposes of this Section 5.3.3, Embedded Customer Base shall mean end user customers served by UNE-P lines that were in service as of March 10, 2005 the Effective Date of the Agreement. For the states of North Carolina and South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users as of March 10, 2005. Embedded Customer Base and such facilities shall be included in the Embedded Customer Base. For the state of Alabama, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users at their existing locations as of March 10, 2005, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of UNE-P end user customers by CLEC shall be removed from the Embedded Customer Base.*

Exhibit JPG-1  
CompSouth Proposed Contract Language

5.3.3.3

BellSouth shall also make available the following elements in conjunction with relating to UNE-P Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to UNE-P arrangements.~~

5.3.3.4

Transition Period Pricing. ~~From March 11, 2005~~ the Effective Date of the Agreement through the completion of the Transition Period, BellSouth ~~shall~~ may charge a rate for CLEC's Embedded Customer Base as set forth below.

*A rate equal to the higher of:*

*The ~~TELRIC~~ rate at which CLEC leased that combination of elements on June 15, 2004, plus one dollar; or*

*The ~~TELRIC~~ rate the Commission established for that combination, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.*

*These rates shall be set forth in Exhibit ~~AB~~.*

5.3.3.5

~~CLEC~~ BellSouth will provide written notice to ~~BellSouth~~ CLEC no later than October 1, 2006 ~~February 10, 2006~~ of the specific UNE-P arrangements that are required to be transitioned to other facilities arrangements. CLEC may transition from these UNE-P arrangements to other available wholesale facilities provided by BellSouth, including ~~Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251~~, wholesale facilities obtained from other carriers or self-provisioned facilities. No later than October 1 ~~March 10, 2006~~, CLEC shall submit ~~orders spreadsheet(s)~~ identifying all of the Embedded Customer Base of circuits to be either ~~-(1) disconnected, or~~ -(2) transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or -(3) converted to other wholesale services facilities provided by BellSouth, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251. ~~Such spreadsheets also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base. Such spreadsheet shall take the place of an LSR or ASR.~~

5.3.3.6

*If CLEC fails to submit the orders spreadsheet(s) specified in Section 5.3.3.5 above for its Embedded Customer Base prior to March 11, 2006, BellSouth ~~will~~ may transition such circuits to the equivalent BellSouth resold section 271 service. Those circuits identified*

## Exhibit JPG-1

## CompSouth Proposed Contract Language

and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such resold service as set forth in BellSouth's tariffs and this Agreement, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251.

## 5.3.3.7

For Embedded Customer Base circuits transitioned pursuant to Section 5.3.3.5 or 5.3.3.6, the applicable recurring charges for alternative services provided by BellSouth shall apply as of the date such services are provided to CLEC, ~~whether ordered from BellSouth or designated by spreadsheet pursuant to Section 5.3.3.6 by March 10, 2006.~~ No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and UNE-P unbundled under section 271. The transition of the Embedded Customer Base pursuant to section 5.3.3.5 and 5.3.3.6 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

## 6.2

**Transition for Certain DS1 and DS3 ~~UNE~~ Dedicated Transport Including DS1 and DS3 ~~UNE~~ Entrance Facilities Under Section 251**

## 6.2.1

For purposes of this Section 6.2, the Transition Period for the Embedded Customer Base of DS1 and DS3 ~~UNE~~ Dedicated Transport (defined in 6.2.2), for the Embedded Base including all DS1 and DS3 ~~UNE~~ Entrance Facilities (defined in 6.2.2), and for the Excess DS1 and DS3 ~~UNE~~ Dedicated Transport (defined in 6.2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

## 6.2.2

For purposes of this Section 6.2, Embedded Customer Base means DS1 and DS3 ~~UNE~~ Dedicated Transport circuits including DS1 and DS3 ~~UNE~~ Entrance Facilities that were in service for CLEC as of March 10, 2005 in those wire centers that, as of such date, and meet the criteria set forth in Sections 6.2.4.1 and 6.2.4.2. CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 ~~UNE~~ Dedicated Transport, including DS1 and DS3 ~~UNE~~ Entrance Facilities that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of end user customers DS1 or DS3 Dedicated Transport circuits by CLEC shall be removed from the Embedded Customer Base.

NEW SECTION #4

6.2.3 For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for CLEC as of March 10, 2005. Subsequent

*Exhibit JPG-1  
CompSouth Proposed Contract Language*

disconnects of Entrance Facilities by CLEC shall be removed from the Embedded Customer Base.

### 6.2.3

Excess DS1 and DS3 Dedicated Transport are those CLEC DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005~~the Effective Date of the Agreement~~, in excess of the caps set forth in Sections 6.2.4.1 and 6.2.4.2 respectively, or that are otherwise no longer available as section 251 UNEs. Subsequent disconnects or loss of end user customers Excess DS1 or DS3 Dedicated Transport by CLEC shall be removed from Excess DS1 and DS3 Dedicated Transport.

### 6.2.4

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available the following ~~to CLEC's Embedded Customer Base DS1 and DS3 Dedicated Transport, including DS1 and DS3 Entrance Facilities, as defined in this Section 6.2 only for CLEC's Embedded Base during the Transition Period.~~

#### 6.2.4.1

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled DS1 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the Route contain 38,000 or more Business Lines or four (4) or more Fiber-Based Collocators (Tier 1 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS1 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are Tier 1 Wire Centers, as defined in this Attachment. CLEC shall be entitled to obtain up to (10) DS1 UNE Dedicated Transport circuits on each Route where there is no unbundling obligation for DS3 UNE Dedicated Transport. Where DS3 Dedicated Transport is available as UNE under Section 251(e)(3), no cap applies to the number of DS1 UNE Dedicated Transport circuits CLEC can obtain on each Route.~~

#### 6.2.4.2

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled DS3 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the Route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators (Tier 2 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS3 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers, as defined in this Attachment. CLEC may obtain up to twelve (12) DS3 UNE Dedicated Transport circuits on each Route where such DS3 UNE Dedicated Transport is available on an unbundled basis pursuant to Section 251(e)(3).~~

CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element.

NEW SECTION #5

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

Excess DS1 and DS3 Dedicated Transport

NEW SECTION #6

Embedded Base Entrance Facilities

6.2.4.3 ~~[BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]~~

The initial list of wire centers meeting the criteria set forth in Section 6.2.4.1 and 6.2.4.2 above as of March 10, 2005 (Initial Wire Center List)~~the Effective Date of this Agreement~~ is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com~~attached as Exhibit D.~~

6.2.4.4

Transition Period Pricing. From March 11, 2005~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth ~~shall~~may charge a rate for CLEC's Embedded Customer Base, and CLEC's Embedded Base Entrance Facilities, and CLEC's Excess DS1 and DS3 ~~UNE Dedicated Transport described in this Section 6.2, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.~~

~~A rate equal to the greater of:~~

~~115% of the TELRIC rate CLEC paid for that element on June 15, 2004; or~~

~~115% of the TELRIC rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.~~

~~These rates shall be set forth in Exhibit B.~~

6.2.4.5

Once a wire center exceeds either of the thresholds set forth in ~~this~~ Section 6.2.4.1, BellSouth will not be required to provide CLEC future access to ~~new DS1 UNE Dedicated Transport from that wire center to other Tier 1 Wire Centers on such Routes. BellSouth will provide access to new DS1 Dedicated Transport as required pursuant to section 271.~~

6.2.4.6

Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, BellSouth will not be required to provide CLEC future access to ~~new DS3 UNE Dedicated Transport from that wire center to Tier 1 or Tier 2 Wire Centers on such Routes. BellSouth will provide access to new DS3 Dedicated Transport as required pursuant to section 271.~~

NEW SECTION #7

The Transition Period shall apply only to CLEC's Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport. CLEC shall not add

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

new DS1 or DS3 Transport except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of this Attachment. CLEC shall not add new Entrance Facilities pursuant to this Agreement.

**6.2.4.7**

CLEC~~BellSouth~~ will provide written notice to ~~BellSouth~~CLEC *no later than December 9, February 10, 2005*~~6~~ via spreadsheet identifying of the specific DS1 and DS3 UNE Dedicated Transport circuits, including the Embedded Customer Base of DS1 and DS3 Dedicated Transport circuits, Embedded Base including DS1 and DS3 UNE Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits that are required to be transitioned to other ~~facilities~~arrangements. CLEC may transition from Embedded Base and Excess ~~these~~ DS1 and DS3 UNE Dedicated Transport circuits, including DS1 and DS3 UNE Entrance Facilities to other available UNE Dedicated Transport circuits offered pursuant to this Agreement, wholesale facilities provided by BellSouth, including special access, ~~DS1 and DS3 Dedicated Transport circuits unbundled under Section 271,~~ wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such circuits. CLEC may transition from the Embedded Base Entrance Facilities to wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Embedded Base Entrance Facilities. ~~No later than March 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits and Excess DS1 and DS3 Dedicated Transport circuits to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted as Conversions pursuant to Section 1.6 to other available UNE Dedicated Transport circuits or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Dedicated Transport circuits unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base or Excess DS1 and DS3 UNE Dedicated Transport; the identification of such circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. Such~~ For Conversions as defined in Section, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport. ~~If CLEC chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits into special access circuits, BellSouth will include such DS1 and DS3 Dedicated Transport circuits once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

**6.2.4.8**

If CLEC fails to submit the spreadsheet(s) specified in Section 6.2.4.6 above for its Embedded Customer Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits prior to December 9, March 11, 2006~~5~~, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges set forth in this

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

Agreement and the full nonrecurring charges for installation of the equivalent BellSouth service. BellSouth section 271 service.

#### 6.2.4.9

For Embedded Customer Base circuits, *Embedded Base Entrance Facilities*, and Excess DS1 and DS3 UNE Dedicated Transport circuits transitioned pursuant to Section 6.2.4.7 or 6.2.4.8, the applicable recurring charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such services circuit is transitioned, or March 11, 2006, are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 6.2.4.6 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base and Excess DS1 and DS3 UNE Dedicated Transport circuits to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other available UNE Loops or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Dedicated Transport circuits unbundled under section 271. The transition of the Embedded Customer Base, *Embedded Base Entrance Facilities*, and Excess DS1 and DS3 UNE Dedicated Transport circuits pursuant to Section 6.2.4.7 and 6.2.4.8 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

#### 6.9.1

##### **Transition for Certain Dark Fiber UNE Transport and Dark Fiber UNE Entrance Facilities**

##### 6.9.1.1

For purposes of this Section 6.9, the Transition Period for the Embedded Customer Base of Dark Fiber *UNE Transport* (defined in 6.9.1.2) and ~~including all Embedded Base~~ Dark Fiber *UNE Entrance Facilities* (defined in ~~6.9.1.2~~ **NEW SECTION #8**) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

##### 6.9.1.2

For purposes of this Section 6.9, Embedded Base means Dark Fiber *UNE Transport*, including Dark Fiber *UNE Entrance Facilities* that were in service for CLEC as of March 10, 2005 the Effective Date of the Agreement that, as of such date, met the criteria set forth in Section 6.9.1.4. CLEC shall be entitled to order and BellSouth shall provision Dark Fiber *UNE Transport*, including Dark Fiber *UNE Entrance Facilities* that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the *Embedded Customer Base*. *Subsequent disconnects or loss of end user customers* Dark Fiber *Transport* by CLEC shall be removed from the Embedded Base.

##### NEW SECTION #8

For purposes of this Section 6.9, Embedded Base Dark Fiber Entrance Facilities means Entrance Facilities that were in service for CLEC as of March 10, 2005. Subsequent disconnects of Dark Fiber Entrance Facilities by CLEC shall be removed from the Embedded Base.

Exhibit JPG-1  
CompSouth Proposed Contract Language

## 6.9.1.3

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber ~~UNE Transport, including Dark Fiber UNE Entrance Facilities~~ as defined in this Section 6.9 ~~only for CLEC's Embedded Customer Base only during the Transition Period.~~

## 6.9.1.4

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled Dark Fiber DS3 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators (Tier 2 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS3 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers, as defined in this Attachment.~~

NEW SECTION 9Embedded Base Dark Fiber Entrance Facilities6.9.1.4.1 /BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE/

The initial list of wire centers meeting the criteria set forth in Section 6.9.1.4 as of the ~~March 10, 2005~~ Effective Date of this Agreement, ~~(Initial Wire Center List) is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com~~ is Attached hereto as Exhibit D.

## 6.9.1.5

Transition Period Pricing. From ~~March 11, 2005~~ the Effective Date of this Agreement through the completion of the Transition Period, BellSouth ~~may~~ shall charge a rate for CLEC's ~~Embedded Customer Base and Embedded Base Dark Fiber Entrance Facilities~~ described in this Section 6.9, ~~except pursuant to the self-certification process has set forth in Section 1.8.~~

~~A rate equal to the greater of:~~

~~115% of the TELRIC rate CLEC paid for that element on June 15, 2004; or~~

~~115% of the TELRIC rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.~~

~~These rates shall be set forth in Exhibit B.~~

## 6.9.1.6

~~Once a wire center exceeds the threshold set forth in Section 6.9.1.4.1, BellSouth will not be required to provide CLEC future access to new Dark Fiber UNE Transport from that~~



## Exhibit JPG-1

## CompSouth Proposed Contract Language

~~wire center to Tier 1 or Tier 2 Wire Center on such Routes. BellSouth will provide access to new Dark Fiber UNE Transport as required pursuant to section 271.~~

NEW SECTION #10

The Transition Period shall apply only to CLEC's Embedded Base and Embedded Base Dark Fiber Entrance Facilities. CLEC shall not add new Dark Fiber Transport except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of this Attachment. CLEC shall not add new Entrance Facilities pursuant to this Agreement.

## 6.9.1.7

~~CLEC BellSouth will provide written notice to BellSouth CLEC via spreadsheet no later than June 10, 2006, identifying of the specific Dark Fiber UNE Transport circuits, including the and Embedded Customer Base of Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities that are required to be transitioned to other arrangements facilities. CLEC may transition from the Embedded Base Dark Fiber UNE Transport circuits, including Dark Fiber UNE Entrance Facilities to other available Dark Fiber UNE Dedicated Transport circuits pursuant to this Agreement, wholesale facilities provided by BellSouth, including special access, Dark Fiber Transport circuits unbundled under section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Dark Fiber Transport circuits. CLEC may transition from the Embedded Base Entrance Facilities to wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Embedded Base Dark Fiber Entrance Facilities. No later than September 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted as Conversions pursuant to Section 1.6 of this Agreement to other available Dark Fiber UNE Transport circuits or other wholesale facilities provided by BellSouth, including special access and Dark Fiber Transport circuits unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base; the identification of such circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. SFor Conversions as defined in Section , such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Embedded Base Dark Fiber Entrance Facilities. If CLEC chooses to convert the Dark Fiber UNE Transport circuits into special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

## 6.9.1.8

~~If CLEC fails to submit the spreadsheet(s) specified in Section 6.9.1.7 above for its Embedded Customer Base and Embedded Base Dark Fiber Entrance Facilities prior to June 10, 2006 September 11, 2006, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of an equivalent BellSouth section 271 service.

6.9.1.9

~~For Embedded Customer-Base circuits and Embedded Base Dark Fiber Entrance Facilities transitioned pursuant to Section 6.9.1.7 or 6.9.1.8, the applicable recurring charges for alternative services provided by for BellSouth provided services shall apply to each circuit as of the earlier of the date such circuit services is transitioned, or September 10, 2006, are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.2.9 by September 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base circuits to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other available Dark Fiber UNE Transport or other wholesale facilities provided by BellSouth, including special access and Dark Fiber Transport circuits unbundled under section 271. The transition of the Embedded Customer-Base and Embedded Base Dark Fiber Entrance Facilities pursuant to Section 6.9.1.7 and 6.9.1.8 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 3:**

- a) *How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?*
- b) *What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?*

**CompSouth proposed contract language for Issue 2 (TRRO Transition) implements the changes in BellSouth's obligations to provide loops, transport, switching, and dark fiber UNEs pursuant to Section 251(c)(3) obligations.**

BellSouth addressed CompSouth's "language" in Issue 2 above and in its rebuttal testimony.

## Exhibit JPG-1

## CompSouth Proposed Contract Language

**ISSUE 4**

*What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high capacity loops and dedicated transport and how should the following terms be defined?*

- (i) *Business line*
- (ii) *Fiber-based collocation*
- (iii) *Building*
- (iv) *Route*

*BellSouth addresses CompSouth's proposed definitions in its rebuttal testimony. CompSouth has not proposed a definition of Route although this term is used in its proposed language. BellSouth proposed a definition of Route in connection with Issue 2 in its direct testimony.*

## 10.1

For purposes of this Attachment 2, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, ~~or~~ conduct business or work on a daily basis and which has a unique street address assigned to it excluding suites, floors, room numbers or other identifying information (Unique Street Address). ~~With respect to multi-tenant property with a single street address, an individual tenant's space shall constitute one "building" for purposes of this Attachment (1) if the multi-tenant structure is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment 2. A building for purposes of this Attachment 2 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as each such structures have a Unique Street Address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures held under common ownership on a contiguous property and are held under common ownership will each be considered a single building for purposes of this Attachment 2.~~

## 10.2

For purposes of this Attachment 2, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DSL line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines." ARMIS 43-08 business line data reports shall be used in calculating business lines. Business lines *do not* include (i) non-switched loop facilities; (ii) lines used to serve residential customers; (iii) dedicated or shared transport; (iv) ISPs' transport facilities; (v) lines used to serve subsidiaries or affiliates of the ILEC; (vi) data lines, or any portions of data lines, not connected to the end-office for the provision of switched voice services interconnected to the PSTN; (vii) unused capacity on channelized high capacity loops; (viii) lines used for VoIP unless such facilities are switched at the wire center; and (ix) any lines not confirmed by the ILEC to conform to the above requirements. BellSouth may not "round up" when calculating 64 Kbps equivalents for high capacity loops (e.g., a 144 Kbps service is equal to two business lines, not three). In addition, when calculating data speeds for purposes of determining 64 Kbps equivalents, BellSouth must use the lowest data speed associated with the line when sold to the customer, not a higher potential use or a higher one-way speed. Any Centrex extensions located in a wire center will be calculated with a value of 1/9 of a business line, consistent with the Centrex Equivalent Factor developed by the FCC in its *Second Order on Reconsideration and Memorandum Opinion and Order, Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Transport Rate Structure*, 12 FCC Red 16606, ¶¶ 31-32 (1997) and its *Order and Second Order on Reconsideration*, (FCC Docket 96-45) \_\_\_\_\_ FCC Red \_\_\_\_\_, ¶¶ 3-4 (2003). HDSL-capable copper loops are not the equivalent of DSL loops for the purpose of counting Business Lines.

#### 10.4

For purposes of this Attachment 2, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

For purposes of this definition: (i) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided, however, in the case one of the parties to such merger or consolidation arrangement is BellSouth, then the other party's collocation arrangement shall *not* be counted as a Fiber-Based Collocator; (ii) a Comparable Transmission Facility means, at a minimum, the provision of transmission capacity equivalent to fiber-optic cable with a minimum point-to-point symmetrical data capacity exceeding 12 DS3s; (iii) the network of a Fiber-Based Collocator may only be counted once in making a determination of the number of Fiber-

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

~~Based Collocators, notwithstanding that such single Fiber Based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier's dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber-optic cable from the unaffiliated carrier's fiber if the collocating carrier obtains this dark fiber on an IRU basis.~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

**ISSUE 5:**

- a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high capacity loops and transport is appropriate?
- b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment

**BellSouth comment: As discussed in rebuttal testimony, BellSouth is in the process of reviewing -CompSouth's proposed language for this issue.**

**Procedures for additional designations of "non-impaired" wire centers by BellSouth**

.1  
If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth shall file with the Commission post a Carrier Notification Letter designating a proposed list of any new (additional) "non-impaired" wire centers ("subsequent wire centers"). ~~on April 1 of each year (coincident with its filing of ARMIS 43-08 data with the FCC). The list of additional "non-impaired" wire centers as designated filed by BellSouth shall reflect the number of Bbusiness Llines, and fiber-based collocators, as of December 31 of the previous year, in each wire center that BellSouth proposes be considered "non-impaired," and shall also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.~~

.2  
~~In any such filing designating additional wire centers as "non impaired," BellSouth shall file all supporting documentation that each new wire center meets TRRO criteria, including the following information: Designation by BellSouth of additional "non-impaired" wire centers shall be based on the following criteria:~~

- a. The CLLI of the wire center.
- b. The number of switched business lines served by BellSouthRBOC in that wire center based upon data as reported in ARMIS 43-08 for the previous year just ending.
- c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements. ~~number of UNE-P or equivalent lines used to serve business customers.~~
- d. ~~The number of analog UNE-L lines in service.~~
- e. ~~The number of DS-1 UNE-L lines in service.~~
- f. ~~The number of DS-3 UNE-L lines in service.~~
- g. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
- h. The names of any carriers relied upon as fiber-based collocators~~reclaimed independent fiber-optic networks (or comparable transmission facilities) terminating in a collocation arrangement in that wire center.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

3.

~~CLEC shall have from the date of BellSouth's filing until May 1 to file a challenge to any new wire center named by BellSouth in any such April 1 filing~~

4.

~~BellSouth and CLEC agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.~~

5.

~~Changes to the wire center designations shall become effective on July 1 following the April 1 filing by BellSouth, to the extent that such changes are approved by the Commission by that date.~~

6.

~~After the completion of the annual process for additional wire center designations described above, BellSouth shall identify the additional wire centers that have been approved by the Commission in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".~~

7.

~~Effective ten (10) business days after the date of a BellSouth posts such CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, Dedicated Transport circuits, or Dark Fiber Loops or Transport, as applicable, in such additional wire center(s).~~



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 6:**

*Are HDSL-capable loops the equivalent of DS1 loops for the purpose of evaluating impairment?*

**See Issue 4: The CompSouth proposed definition of “Business Line” includes the following as its last sentence:**

~~HDSL-capable copper loops are not the equivalent of DS1 loops for the purpose of counting Business Lines.~~

**The proposed definition of HDSL-capable loop is as follows:**

*2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.*

**BellSouth’s proposed definition of DS1 Loops in Exhibit PAT-1, Section 2.3.6.1 includes the following:**

For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

*Exhibit JPG-1  
CompSouth Proposed Contract Language*

**ISSUE 7:**

*Once a determination is made that CLECs are not impaired without access to high capacity loops or dedicated transport pursuant to the FCC's rules, can changed circumstances reverse that conclusion, and if so, what process should be included in Interconnection Agreements to implement such changes?*

BellSouth's comment on its redlines: BellSouth assumes that in order for a CLEC to have services that must be tried up for any overpayment, the CLEC would not have disputed BellSouth's wire center designation and has thus either converted embedded base circuits to other wholesale services or has stopped ordering UNEs in that wire center. In that event, the CLEC may be owed the difference between the rate it paid and the UNE rate, if it was determined BellSouth erred in its designation of the wire center in question.

.1  
In the event that (1) Should BellSouth mistakenly designates ~~list~~ a wire center as non-impaired, (2) ~~and CLEC relies to its detriment on~~ does not dispute BellSouth's designation, (3) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (4) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (5) a regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of CLEC, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall immediately notify CLEC of its error and promptly refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate ~~of any overpayments~~, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

Exhibit JPG-1  
CompSouth Proposed Contract Language

**ISSUE 8:**

- (a) Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251?
- (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such elements?
- (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any, should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions for such elements?

BellSouth believes that (a) and (b) should be answered in the negative and therefore, no contract language is appropriate for this issue.

**Interim Rates For Section 271 Checklist Items**

.1  
Interim Just and Reasonable Rates for DS1, DS3, and Dark Fiber Loops and Dedicated Transport

BellSouth may charge a rate for DS1, DS3, and Dark Fiber Loops and DS1, DS3 and Dark Fiber Dedicated Transport offered pursuant to Section 271 that is equal to the higher of:

115% of the TELRIC rate paid for the same element as it was provided to CLEC by BellSouth under Section 251(c)(3) on June 15, 2004; or

115% of a new TELRIC rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

.2  
Interim Just and Reasonable Rates for Commingled Section 271 Switching and Section 251 UNE DS0 Loops

BellSouth may charge a rate for Commingled Section 271 Switching and Section 251 UNE DS0 Loops offered pursuant to Section 271 that is equal to the higher of:

The TELRIC rate at which CLEC leased the combination of unbundled Local Switching and DS0 Loop pursuant to Section 251(c)(3) on June 15, 2004, plus one dollar; or

The TELRIC rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 9:**

*What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?*

*CompSouth's language regarding the TRRO Transition is detailed in response to Issue 2. In addition, the following proposed provisions address the definition of "embedded base" and the related restrictions imposed by the TRRO.*

*The language CompSouth proposes for this issue is contrary to that which CompSouth proposed for Issue 2.*

*Other than the Transition language BellSouth provided for Issue 2 in Exhibit PAT-1, BellSouth believes no language is appropriate for this issue, as the Georgia District Court has found that no new adds for de-listed UNEs are permitted. This issue is further discussed in Ms. Blake's direct and rebuttal testimony.*

**2.1.4.2**

~~For purposes of the Transition Period in this Section 2, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customer that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base. CLEC shall self-certify, if requested to do so by BellSouth, that a DS1 or DS3 CLEC orders is to be used to serve CLEC's Embedded Customer Base. Any DS1 or DS3 Loop that BellSouth provisions prior to March 11, 2005, and that does not satisfy the criteria set out in Section 2.1.5 for access to DS1 and DS3 Loops under Section 251 shall be subject to the transition set forth in this Section 2.1.4. BellSouth shall provision any DS1 or DS3 Loop that CLEC orders that it self-certifies; BellSouth shall have the right to dispute CLEC's ability to obtain such Loop after provisioning utilizing the process set forth in Section 2.1.5.2 below.~~

**4.2.2**

~~For the purposes of the Transition Period in this Section 4, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. Local Switching to be provided to CLEC for service to its Embedded Customer Base includes any additional elements that are required to be provided in conjunction therewith. Subsequent loss of End Users by CLEC shall be removed from the Embedded Customer Base.~~

**5.4.3.2**

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

*For the purposes of the Transition Plan in this Section 5.4.3 , Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. UNE P to be provided to CLEC for service to its Embedded Customer Base includes any additional elements that are required to be provided in conjunction therewith. Subsequent loss of End Users by CLEC shall be removed from the Embedded Customer Base.*

Exhibit JPG-1  
CompSouth Proposed Contract Language

**ISSUE 10:**

*What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period; and (b) what is the appropriate transition period, and what are the appropriate rates, terms, and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?*

*This issue is addressed by the CompSouth proposed language included under Issue 2. In addition, CompSouth proposes the following language to apply to bulk migrations of lines from one service platform to another associated with the transition off certain Section 251(c)(3) UNEs.*

*BellSouth addressed language for the first part of Issue 10 and subpart (a) in Issue 2 and in Exhibit PAT-1, Section 1.7. BellSouth addressed language for subpart (b) in Sections 2.1.4.12, 6.2.6.10 and 6.9.1.10 of Exhibit PAT-1. Although BellSouth does not believe that the CompSouth language below addresses this issue, BellSouth is willing to accept the language as modified. Hot cut performance is not an issue in this proceeding, thus BellSouth strikes CompSouth's new proposed language below.*

**Bulk Migration**

## 2.1.9.4

BellSouth will make available to CLEC a Bulk Migration process pursuant to which CLEC may request to (1) migrate port/loop combinations, provisioned pursuant to either an Interconnection Agreement or a separate agreement between the parties, to Loops (UNE-L); or (2) ~~migrate BellSouth retail customers to CLEC using UNE-L or EELs; and~~ (3) ~~migrate another CLEC's embedded customerbase of port/loop combinations or UNE-L to CLEC using UNE-L.~~ The Bulk Migration process may be used if such loop/port combinations ~~or UNE-L~~ being used to serve the customer before migration are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at [www.interconnection.bellsouth.com/guides/html/unes.html](http://www.interconnection.bellsouth.com/guides/html/unes.html). The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

## 2.1.9.5

*Should CLEC request migration for two (2) or more EATNs containing fifteen (15) or more circuits, CLEC must use the Bulk Migration process referenced in 2.1.11.1 above.*

Exhibit JPG-1  
CompSouth Proposed Contract Language

***Hot Cut Performance***

***4.2.6***

~~BellSouth is required to meet hot cut demand and shall work with CLEC to take all reasonable steps to prevent avoidable disruption to CLEC's customers' service. If BellSouth causes an outage lasting longer than 15 minutes or in any way fails to honor its commitments to the FCC and/or state commission regarding the hot cut or batch migration process, BellSouth will refund all non-recurring charges applicable to the service to which CLEC's customers are being migrated. If BellSouth can not complete the hot cuts and batch migration process in accordance with the volumes and ordering process BellSouth has established, then BellSouth shall provide Local Switching at the rates set forth in Exhibit A plus \$1.00, until the migration is completed.~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

**ISSUE 11:**

*What rates, terms, and conditions, if any, should apply to UNEs that are not converted on or before March 11, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms, and conditions that apply in such circumstances?*

*BellSouth believes that the additional language below provided by CompSouth is not applicable to this issue. BellSouth provided its response to this issue in its response to Issue 2 and in Exhibit PAT-1. BellSouth believes the CompSouth language below addresses Issues 3 and 10.*

1.67

Except to the extent expressly provided otherwise in this Attachment, CLEC may not maintain a UNE or UNE Combination offered pursuant to a prior interconnection agreement that is no longer offered pursuant to this Agreement (e.g., DSI capacity and above "enterprise" Local Switching) (collectively Arrangements). In the event BellSouth determines that CLEC has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide thirty (30) days' written notice to CLEC to ~~disconnect or convert such Arrangements; identifying specific service arrangements (by circuit identification number) that BellSouth is no longer is obligated to provide as UNEs under Section 251(c)(3) and that CLEC must disconnect or convert to Other Services or other service arrangements.~~ CLEC may transition from these UNEs to other available UNEs, wholesale facilities provided by BellSouth, including special access, ~~Section 271 checklist items, wholesale facilities obtained from other carriers or self-provisioned facilities.~~ CLEC will acknowledge receipt of such notice and will have thirty (30) days from the date of such notice to verify the list, notify BellSouth of ~~initial disputes or concerns regarding such list, or select alternative service arrangements (or disconnection), and submit orders to transition or disconnect.~~ If CLEC fails to submit ~~disputes or orders to disconnect or convert transition such Arrangements within such thirty (30) day period,~~ BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). In that event, those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent BellSouth service. The applicable recurring charge shall apply to each circuit as of the Effective Date of this Agreement. The transition of such UNE(s) shall take place in a seamless manner that avoids, or otherwise minimizes to the extent possible without any customer disruptions or adverse affects to service quality. There will be no service order, labor, disconnection, project management or other nonrecurring charges associated with the transition of UNEs to Other Services or other service arrangements. The Parties will absorb their own costs associated with effectuating the process set forth in this section. Recurring charges for comparable 271 services (as set forth in Exhibit B), or rates associated with the selected Other Service (as set forth in Exhibit B or the relevant BellSouth tariff) shall apply to all service arrangements as of the date that conversion to such BellSouth provided services is complete. If CLEC chooses to convert DSI or DS3 Loops to special access circuits, BellSouth will include such DSI and DS3



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

*Loops once converted within CLEC's total special access circuits and apply discounts for which CLEC is eligible.*

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 12:**

*Should identifiable orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, be included in the “embedded base”?*

*CLEC orders that are properly and timely placed should be considered part of the “embedded base” of customers for purposes of the TRRO transition. Specific contract language addressing the definition of “embedded base” is included under Issue 9. CompSouth’s proposed contract language regarding the TRRO transition is included under Issue 2.*

*BellSouth Comment: BellSouth agrees with CompSouth’s position, though CompSouth’s language does not appear to include these terms.*

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 13:**

*Should network elements de-listed under section 251(c)(3) be removed from the SQM/PMAP/SEEM?*

*Because CompSouth's proposed language was taken from BellSouth's standard proposal, BellSouth does not object to the language below. However, this language does not address issue 13. BellSouth simply proposes that the Commission's SEEMs plan be amended to remove measurements and penalties associated with de-listed UNEs. This issue is discussed further in the testimony of BellSouth witness Kathy Blake.*

1.3

CLEC may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R. § 51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment \_\_\_\_\_. The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to CLEC shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

1.4

The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73600, as well as any performance or other requirements identified in this Agreement, to the extent that they *are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.*

Exhibit JPG-1  
CompSouth Proposed Contract Language

**ISSUE 14: TRO – COMMINGLING**

*What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?*

1.11 Commingling of Services

- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that CLEC has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. The wholesale ~~services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271.~~ CLEC must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit CLEC to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with wholesale ~~(i) services obtained from BellSouth, (ii) services obtained from third parties or (ii) facilities provided by CLEC.~~ For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with BellSouth.
- 1.11.3 Unless otherwise agreed to by the Parties, the ~~Section 251 Network Element portion and the Section 271 unbundled network element portion~~ of a commingled circuit arrangement will be billed at the rates set forth in this Agreement and the remainder of the circuit or service ~~that is provided under tariff or under another agreement between the Parties~~ will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement.
- 1.11.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. ~~at the cost based rate contained herein.~~ Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit. ~~interconnection agreement.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

- 1.11.5 ~~-BellSouth shall not change its wholesale or access tariffs in any fashion, or add new access tariffs, that would restrict or negatively impact the availability or provision of Commingling under this Attachment or the Agreement, unless BellSouth and CLEC have amended this Agreement in advance to address BellSouth proposed tariff changes or additions. BellSouth shall cooperate fully with CLEC to ensure that operational policies and procedures implemented to effect commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CLEC's ability to implement new commingled arrangements. BellSouth acknowledges and agrees that the language of this Attachment complies with and satisfies the requirements of BellSouth wholesale and access tariffs with respect to commingling.~~
- 1.11.6 ~~Where processes, including ordering and provisioning processes, for any commingling or commingled arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a commingled arrangement) are not already in place, the Parties will develop and implement processes. BellSouth shall use existing ordering and provisioning processes already developed for other Network Elements, if possible; if doing so is not possible, BellSouth shall promptly determine what new processes are necessary. Until such processes are developed, BellSouth agrees (i) to accept CLEC's orders for commingling via an electronic spreadsheet specifying the information reasonably necessary to complete such orders and to provision all such orders within fourteen (14) days of receipt, or (ii) if CLEC desires to issue a BFR, then BellSouth will allow CLEC to follow the BFR process. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable, provided however, that compliance with such Change Management guidelines shall not negate BellSouth's obligation to provide the Commingled Arrangements listed in Exhibit X as of the effective date of this Agreement. An electronic process will be developed through Change Management within 180 days.~~
- 1.11.7 ~~Upon the effective date of this Agreement, BellSouth shall provide local switching unbundled under Section 271 commingled with unbundled Loops (provided as a Network Element under Section 251 or unbundled under Section 271) as Port/Loop Commingled Arrangements in the Arrangements identified in Exhibit X.~~
- 1.11.8 ~~BellSouth shall only charge CLEC the non-recurring service order charge as set forth in Exhibit A that are applicable to the Section 251 Network Element(s), facilities or services that CLEC has obtained at wholesale from BellSouth.~~
- 1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Section 251 network elements or

## Exhibit JPG-1

## CompSouth Proposed Contract Language

combinations with any service, network element or offering that it is obligated to make available only pursuant to Section 271 of the Act.

- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, <<customer short name>>CLEC should refer to the "Guides" section of the BellSouth Interconnection Web site.

- 1.13.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: [www.interconnection.bellsouth.com/guides/html/unes.html](http://www.interconnection.bellsouth.com/guides/html/unes.html).

- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer short name>>CLEC's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer short name>>CLEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement

~~EXHIBIT X: COMMINGLED ARRANGEMENTS IMMEDIATELY AVAILABLE~~

~~I. Commingled loop and transport:~~

~~(a) UNE DSI loop connected to:~~

- ~~(1) a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport;~~  
~~(2) a UNE DSI transport which is then connected to a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport; or,~~  
~~(3) a commingled wholesale/special access DSI transport.~~

~~(b) UNE DSI transport connected to a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport.~~

~~(c) UNE DS3 transport connected to a commingled wholesale/special access higher capacity interoffice transport.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

- (d) High Cap Loop connected to a special access multiplexer*
- (e) Special Access DS1 loop to:*
  - (1) UNE M13 multiplex and DS3 transport; or*
  - (2) UNE DS1 transport*
- (f) Special Access DS3 loop connected to UNE DS3 transport*
- (g) UNE DS1 or DS3 loop provisioned onto 3rd party's interoffice transport or multiplexers*

**II. Commingled Port/Loop Arrangements:**

- ~~\_\_\_\_\_ (a) 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~
- ~~\_\_\_\_\_ (b) 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~
- ~~\_\_\_\_\_ (c) 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~
- ~~\_\_\_\_\_ (d) 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~
- ~~\_\_\_\_\_ (e) 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

~~(f) 4-wire DSI Trunk port, DSI Loop, unbundled end office switching,  
unbundled end office trunk port, common transport per mile per  
MOU, common transport facilities termination, tandem switching,  
and tandem trunk port.~~



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 15: TRO – CONVERSIONS** *Is BellSouth required to provide conversion of special access circuits to UNE pricing, and if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?*

*BellSouth comment: BellSouth can agree to the language below as modified.*

\_\_1

Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to CLEC pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to CLEC pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

*Exhibit JPG-1**CompSouth Proposed Contract Language*

**ISSUE 16:** **TRO – CONVERSIONS** *What are the appropriate rates, terms, conditions, and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?*

*Conversions pending on the effective date of the TRO should be handled using conversion provisions set forth in the amended ICAs. See issue 15 for proposed CompSouth contract language on conversions.*

*BellSouth is generally in agreement in so far as the interconnection agreement for a CLEC with conversion requests pending on the effective date of the TRO has effective language as of that date providing that CLEC access to such conversions requested. Bellsouth addresses this issue in its rebuttal testimony.*

Exhibit JPG-1  
CompSouth Proposed Contract Language

**ISSUE 17: TRO – LINE SHARING**

*Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?*

**Line Sharing**

**BellSouth would strike the following CompSouth proposed contract language in its entirety and use instead the language set forth in Eric Fogle's Direct Testimony Exhibit EF-1:**

~~2.11 BellSouth shall provide CLEC access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide CLEC with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.~~

~~2.11.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CLEC the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CLEC shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. CLEC shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.~~

~~2.11.2 The following loop requirements are necessary for CLEC to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low pass filters, range extenders, DAMLS, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and CLEC shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops as provided in this Interconnection Agreement (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning are established either by mutual agreement or by a state public utilities commission. The interim~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

~~costs for conditioning are subject to true up as provided in this agreement. BellSouth will condition loops to enable CLEC to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop in connection with CLEC's access to the High Frequency Spectrum if conditioning of that loop impairs service from the end users perspective. If CLEC requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, CLEC shall pay for the loop to be restored to its original state.~~

~~2.11.3 CLEC's termination point is the point of termination for CLEC's on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect CLEC's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the CLEC's xDSL equipment in the CLEC's collocation space.~~

~~2.11.4 For the purposes of testing line shared loops, CLEC shall have access to the test access point associated with the splitter and the demarcation point between BellSouth's network and CLEC's network.~~

~~2.11.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end user terminates its BellSouth provided voice service for any reason, and CLEC desires to continue providing xDSL service on such loop, CLEC shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and CLEC desires to continue providing xDSL service on such loop, CLEC shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give CLEC notice in a reasonable time prior to disconnect, which notice shall give CLEC an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and CLEC purchases the full stand-alone loop, CLEC may elect the type of loop it will purchase. CLEC will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.~~

~~2.11.6 CLEC and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and CLEC agree that CLEC is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber-fed digital loop carrier. BellSouth will provide CLEC with access to feeder sub-loops at UNE prices. BellSouth and CLEC will work together to establish methods and~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

~~procedures for providing CLEC access to the High Frequency Spectrum over fiber fed digital loop carriers.~~

~~2.11.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.~~

~~2.11.8 To order High Frequency Spectrum on a particular loop, CLEC must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow CLEC to order splitters in central offices where CLEC is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of CLEC's collocation provisioning interval.~~

~~2.11.9 BellSouth will devise a splitter order form that allows CLEC to order splitter ports in increments of 8, 24 or 96 ports.~~

~~2.11.10 BellSouth will provide CLEC the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.~~

~~2.11.11 BellSouth will provide CLEC with access to the High Frequency Spectrum of the unbundled loop as follows:~~

~~2.12 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.~~

~~2.12.1 BellSouth shall test the data portion of the loop to insure the continuity of the wiring for CLEC's data using the LSVT test set for both the provisioning and maintenance of a loop. This test shall be performed from the CLEC designated tie cable pair (which is connected to CLEC's DSLAM) to the Main Distribution Frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process will be implemented unless, and until, CLEC and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.~~

~~2.12.2 CLEC will use the Central Office Synch Test (COST) as referenced at {insert web site address}.~~

#### **~~MAINTENANCE AND REPAIR~~**

~~2.12.3 CLEC shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. CLEC may access the loop at the point where the combined voice and data signal exits the splitter.~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

- ~~2.12.4 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. CLEC will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.~~
- ~~2.12.5 If the problem encountered appears to impact primarily the xDSL service, the end user should call CLEC. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and CLEC.~~
- ~~2.12.6 BellSouth and CLEC will work together to diagnose and resolve any troubles reported by the end user and to develop a process for repair of lines as to which CLEC has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.~~
- ~~2.12.6.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.~~
- ~~2.12.6.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.~~
- ~~2.12.7 In the event CLEC's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify CLEC and allow twenty four (24) hours to cure the trouble. If CLEC fails to resolve the trouble, BellSouth may discontinue CLEC's access to the High Frequency Spectrum on such loop.~~
- ~~2.12.8 CLEC will use the Central Office Synch Test (COST) as referenced at [insert web site address].~~

## Exhibit JPG-1

## CompSouth Proposed Contract Language

**ISSUE 18: TRO – LINE SHARING – TRANSITION**

*If the answer to foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?*

**BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with Eric Fogle's Direct Testimony Exhibit EF-1.**

3

Line Sharing3.1.3.1 General.

3.1.3.0.1 *Line Sharing is defined as the process by which CLEC provides digital subscriber line "xDSL" service over the same copper loop that BellSouth uses to provide Retail voice service, with BellSouth using the low frequency portion of the loop and CLEC using the high frequency spectrum (as defined below) of the loop.*

3.1.23.1.1 Line Sharing arrangements in service as of October 1, 2003, under a prior Interconnection Agreement between BellSouth and CLEC, will remain in effect ~~be grandfathered until the earlier of the date the End User discontinues or moves xDSL service with CLEC.~~ Arrangements Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.

3.1.33.1.2 No new line sharing arrangements may be ordered. For line sharing arrangements placed in service between October 2, 2003, and October 1, 2004; on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit A.

3.1.43.1.3 Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004; on or after October 2, 2004, and not otherwise terminated, shall terminate on October 2, 2006.

3.1.53.1.4 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CLEC the ability to provide xDSL data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CLEC shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.63.1.5 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper loop. An unloaded loop is a copper loop with no load coils, low-

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

- | 3.1.73.1.6 BellSouth will provide Loop Modification to CLEC on an existing loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a loop for access to the High Frequency spectrum if modification of that loop significantly degrades BellSouth's voice service. If CLEC requests that BellSouth modify a loop and such modification significantly degrades the voice services on the loop, CLEC shall pay for the loop to be restored to its original state.
  
- | 3.1.83.1.7 Line Sharing shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and CLEC desires to continue providing xDSL service on such loop, CLEC or the new voice provider, shall be required to purchase a full stand-alone loop UNE. ~~To the extent commercially reasonable, BellSouth shall give CLEC notice in a reasonable time prior to disconnect.~~ In those cases in which BellSouth no longer provides voice service to the End User and CLEC purchases the full stand-alone loop, CLEC may elect the type of loop it will purchase. CLEC will pay the appropriate recurring MRC and nonrecurring NRC rates for such loop as set forth in Exhibit A to this Attachment. In the event CLEC purchases a voice grade loop, CLEC acknowledges that such loop may not remain xDSL compatible.
  
- | 3.1.93.1.8 In the event the End User terminates its BellSouth provided voice service, and CLEC requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing CLEC for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.
  
- | 3.1.103.1.9 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular loop.
  
- | 3.1.113.2 ~~After the transition period, any new customer must be served through a line splitting arrangement, through use of stand-alone copper loop, or through an arrangement that a competitive LEC has negotiated with the incumbent LEC to replace line sharing.~~
- | 3.1.12 Once BellSouth has placed cross-connects on behalf of CLEC to provide CLEC access to the High Frequency Spectrum and CLEC chooses to rearrange its splitter or CLEC pairs, CLEC may order the rearrangement of its splitter or cable pairs via "Subsequent Activity." Subsequent Activity is any rearrangement of CLEC's cable pairs or splitter ports after BellSouth has placed cross-connection to provide CLEC access to the



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

High Frequency Spectrum. BellSouth shall bill and CLEC shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.

~~3.1.13~~ 3.3 BellSouth's Local Ordering Handling (LOH) will provide CLEC the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.

**3.2.3.4 Maintenance and Repair – Line Sharing**

~~3.2.1~~ CLEC shall have access for test purposes to any Loop for which it has access to the High Frequency Spectrum. CLEC may test from the collocation space, the Termination Point or the NID.

~~3.2.23~~ 3.4.1 BellSouth will be responsible for repairing voice services and the physical line between the NID and the Termination Point. CLEC will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

~~3.2.33~~ 3.4.2 CLEC shall inform its End Users to direct data problems to CLEC, unless both voice and data services are impaired, in which event CLEC should direct the End Users to contact BellSouth.

~~3.2.53~~ 3.4.3 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop

~~3.2.1~~ ~~Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to CLEC, BellSouth will notify CLEC, and bill CLEC accordingly. If BellSouth reports a trouble to CLEC for the High Frequency Spectrum on the Loop, and no trouble actually exists within CLEC's portion of the network, CLEC may charge BellSouth, and BellSouth shall pay, for any dispatching and testing (both inside and outside the central office) required by CLEC in order to confirm the trouble is not within CLEC's portion of the network.~~

## Exhibit JPG-1

## CompSouth Proposed Contract Language

**ISSUE 19: TRO – LINE SPLITTING** *What is the appropriate ICA language to implement BellSouth's obligations with regard to line-splitting?*

BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.

### 3 Line Splitting

3.33.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.43.2 Line Splitting – UNE-L. In the event CLEC provides its own switching or obtains switching from a third party, CLEC may engage in line splitting arrangements with another CLEC using a splitter, provided by CLEC or a third party, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.53.3 Line Splitting – Loop and UNE Port (UNE-P) or commingled Loop and Unbundled Local Switching provided pursuant to Section 271.

3.5.133.3.13 To the extent CLEC is purchasing UNE-P pursuant to this Agreement, or is using a commingled arrangement that consists of a Loop and Unbundled Local Switching provided by BellSouth pursuant to Section 271, *BellSouth will permit CLEC to replace UNE-P with line splitting. utilize Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two collocation cross-connects and the high frequency spectrum line activation. Where the converted arrangement replaces UNE-P that CLEC is using to provide service to its embedded base of customer, the resulting arrangement shall continue to be included in CLEC's Embedded Customer Base as described in Section 5.4.3.2.*

3.5.143.3.14 CLEC shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if CLEC will not provide voice and data services.

3.5.153.3.15 *Line Splitting arrangements in service pursuant to this Section 3.3 that are provided using UNE-P must be disconnected or provisioned pursuant to Section 3.2 on or before the end of the transition plan specified by the FCC in the TRRO (March 10, 2006,) unless such date is revised or eliminated, in which case the transition plan if it not eliminated, will continue until such date as may be specified by the FCC, the applicable state commission or court of competent jurisdiction.*

3.63.4 Provisioning Line Splitting and Splitter Space

Exhibit JPG-1  
CompSouth Proposed Contract Language

- ~~3.6.133.4.13~~ *The Data LEC, Voice CLEC, a third party or BellSouth may provide the splitter. When CLEC or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.*
- ~~3.6.143.4.14~~ *An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.*
- ~~3.6.153.4.15~~ *The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service, including a Line Splitting Service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 271.*
- ~~3.4.16~~ *Provisioning Line Splitting and Splitter Space-UNE-L*
- ~~3.4.17~~ *The voice CLEC provides the splitter when providing Line Splitting with UNE-L. When CLEC owns the splitter, Line Splitting requires the following: a Loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.*
- ~~3.7.3.5~~ *CLEC Provided Splitter – Line Splitting*
- ~~3.7.133.5.13~~ *To order High Frequency Spectrum on a particular Loop, CLEC must have a DSLAM collocated in the central office that serves the End User of such Loop.*
- ~~3.5.14~~ *CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.*
- ~~3.7.153.5.15~~ *CLEC may purchase, install and maintain central office POTS splitters in its collocation arrangements. CLEC may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.*
- ~~3.7.163.5.16~~ *Any splitters installed by CLEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CLEC may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.*
- ~~3.83.6~~ *Maintenance – Line Splitting UNE-P and UNE-L.*

## Exhibit JPG-1

## CompSouth Proposed Contract Language

~~3.8.133.6.13~~ BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

~~3.8.143.6.14~~ CLEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, damages, injury, and costs including reasonable attorney's fees, ~~damages, and costs,~~ which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

~~3.6.15~~ BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 20:    *TRO – SUB-LOOP CONCENTRATION***

*a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? B) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities?*

**CompSouth did not propose language, and its members have had BellSouth's proposed language for sufficient time to propose alternatives. Therefore BellSouth objects to any purported reservation of right to subsequently propose language.**

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 21: TRO – PACKET SWITCHING** *What is the appropriate ICA language, if any, to address packet switching?*

**CompSouth did not propose language, and its members have had BellSouth's proposed language for sufficient time to propose alternatives. Therefore BellSouth objects to any purported reservation of right to subsequently propose language.**

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 22:** TRO – CALL-RELATED DATABASES *What is the appropriate language, if any, to address access to call related databases?*

BellSouth provided language in Exhibit PAT-1 relating to the availability of call-related databases so long as unbundled switching is available under the Interconnection Agreement. In addition, BellSouth has no objection to the CompSouth language below, as modified.

4.4.3.1

BellSouth shall also make available the following elements relating to Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to Local Switching arrangements~~

MCI offers additional language in its proposed Pre-Ordering, Ordering, Provisioning, Maintenance And Repair attachment. The MCI language requires that BellSouth provide a download with daily updates to directory assistance database, without regard to unbundled Local Switching availability. BellSouth is required to provide nondiscriminatory access to call-related databases under Sections 251(b)(3) of the Act and any other applicable law. Nondiscriminatory access contemplates use of the data without use restrictions, and at a price that is nondiscriminatory. MCI's proposed language is as follows:

BellSouth Comment: The FCC rejected MCI's proposal in the TRO ¶ 558.

8Directory Assistance Data

~~8.1Consistent with applicable laws and regulations, and as set forth herein, BellSouth shall provide to CLEC via its Directory Assistance Database Service (DADS), the subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. The records shall include all records in BellSouth's Directory Assistance Database, including those of its own customers, independent telephone companies' customers, and customers of CLECs. Neither Party shall use the records for any purpose, which violates federal or State laws, statutes, or regulatory orders.~~

~~8.2Directory Assistance Data shall be provided in a nondiscriminatory manner on the same terms, conditions, and pricing that BellSouth provides to itself or other third parties.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

- ~~8.2.1 Unless otherwise directed by CLEC, BellSouth shall provide CLEC subscriber records along with BellSouth subscriber records to third party carriers that request directory assistance records from BellSouth. If CLEC does direct otherwise, BellSouth shall remove CLEC's subscriber records from BellSouth's Directory Assistance database.~~
- ~~8.2.2 BellSouth shall provide CLEC, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.~~
- ~~8.2.3 BellSouth will provide daily updates that will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to CLEC on a Business, Residence, or combined Business and Residence basis.~~
- ~~8.2.4 BellSouth shall provide complete refresh of the Directory Assistance Data upon mutual agreement of BellSouth and CLEC and subject to applicable charges pursuant to Attachment 1 of this Agreement.~~
- ~~8.2.5 Provided that CLEC maintains, at its own expense, equipment and systems necessary at CLEC's end for the Parties to exchange directory assistance data in the Intermediate Record Format (IRF), negotiated and agreed upon by the Parties, as such format may be amended by further mutual agreement, all directory assistance data shall be provided in IRF. CLEC is not responsible for providing any equipment or systems on BellSouth's end in order for the Parties to exchange records using IRF.~~
- ~~8.2.6 Subject to amendments to the IRF that may be agreed to by the Parties, records exchanged using IRF shall include all identifiers and indicators currently used for processing Subscriber Listing Information ("SLI").~~
- ~~8.2.7 CLEC and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.~~
- ~~8.2.8 *Directory Assistance Data Information Exchanges and Interfaces:*~~
- ~~8.2.8.1 *BellSouth shall provide to CLEC the following:*~~
- ~~8.2.8.1.1 *List of NPA-NXXs relating to the listing records being provided.*~~
- ~~8.2.8.1.2 *List of directory section names and their associated NPANXXs.*~~
- ~~8.2.8.1.3 *List of community names expected to be associated with each of the NPA-NXXs for which listing records are provided.*~~



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

- ~~8.2.8.1.4 List of independent company names and their associated NPA-NXXs for which their listing data is included in BellSouth's listing data.~~
- ~~8.2.8.1.5 Identification of any area wide or universal service numbers which may be listed.~~
- ~~8.2.8.1.6 Identification of the telephone number to be provided to callers outside the servicing area.~~
- ~~8.2.8.1.7 Identification of any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented listings (Captions) must be identified and delivered and handled as specified.~~
- ~~8.2.9 BellSouth and CLEC shall exchange records using Network Data Mover (NDM), or another electronic transmission method on which the Parties may agree. BellSouth shall identify tracking information requirements (for example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given dataset).~~
- ~~8.2.10 BellSouth shall identify dates CLEC should not expect to receive daily update activity.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 23: TRO – GREENFIELD AREAS**

*a) What is the appropriate minimum point of entry (“MPOE”) B) What is the appropriate language to implement BellSouth’s obligation, if any, to offer unbundled access to newly –deployed or “greenfield” fiber loops, including fiber loops deployed to the minimum point of entry of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?*

**BellSouth’s modifications to CompSouth’s proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle’s Direct Testimony.**

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User’s premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User’s premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU’s MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User’s premises.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

2.1.2.2 *In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to CLEC on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC’s network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth’s retirement of copper Loops must comply with applicable law.*

2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer short name>> CLEC. If a request is received by BellSouth

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 24: TRO- HYBRID LOOPS**

*What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?*

**BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.**

**2.1.3**

A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises. ~~Where impairment does not exist, BellSouth shall provide such hybrid loop at just and reasonable rates pursuant to Section 271 at the rates set forth in Exhibit B. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.~~

**2.1.3.1**

BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 25: TRO- END USER PREMISES** *Under the FCC's definition of a loop found in 47 C.F.R. § 51.319(a), is a mobile switching center or cell site an "end user customer's premises"?*

**BellSouth accepts CompSouth's proposed language:**

Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops under Section 251, except to the extent that CLEC may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

## Exhibit JPG-1

## CompSouth Proposed Contract Language

**ISSUE 26: TRO – ROUTINE NETWORK MODIFICATIONS**

*What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?*

**BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.**

## 1.9 Routine Network Modifications

1.9.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. ~~If BellSouth has anticipated such RNM and performs them under normal operations and has recovered the cost for performing such modifications through the rates set forth in Exhibit A., then BellSouth shall perform such RNM at no additional charge.~~ BellSouth shall make all routine network modifications RNMs to unbundled loop and transport facilities used by CLEC at CLEC's request where the requested loop and/or transport facility has already been constructed. BellSouth shall perform these routine network modifications RNMs to facilities in a non-discriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. ~~If BellSouth has anticipated such RNM and performs them under normal operations and has recovered the cost for performing such modifications through the rates set forth in Exhibit A., then BellSouth shall perform such RNM at no additional charge.~~ A routine network modification RNM is an activity that BellSouth regularly undertakes for its own customers. ~~Routine network modifications RNMs~~ include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack (for loops); installing a repeater shelf; adding a line card (for loops); ~~and~~ deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that BellSouth ordinarily attaches to a DSL loop to activate such loop for or transport facility to serve its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. ~~RNMsroutine network modifications~~ do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

1.9.2 ~~BellSouth shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the state commission for the loop and transport facilities set forth in Exhibit A and not at an additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement except to the extent such RNM were anticipated in the setting of such intervals. Upon request of CLEC, BellSouth shall demonstrate that such RNM were not anticipated in the setting of such intervals. If BellSouth has believes that it has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then CLEC must submit a LSR to have the work performed. Each request such request will be handled as a project on an individual case basis until such time as BellSouth incorporates such RNM into its normal operations and develops a charge for such RNM that is included in this Agreement by Amendment hereto. If <<customer short name>> believes that a RNM should be incorporated into BellSouth's normal operations and BellSouth disagrees with such determination the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. BellSouth will provide a price quotate for the request and, upon receipt of payment from CLEC, BellSouth shall perform the RNM. If <<customer short name>> believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. While the dispute is pending, <<customer short name>> shall have the option of requesting BellSouth to perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent trueups may result from multiple rounds of appellate or reconsideration decision, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote. BellSouth can seek resolution from the state commission. However, in the interim, BellSouth will perform the RNM at the existing recurring and non-recurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 27: TRO – RNM (Pricing)**

*What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in the Commission-approved recurring or non-recurring rates? What is the appropriate language, if any, to incorporate into the ICAs?*

**See Issue 26 for BellSouth proposed contract language.**



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 28:    TRO – FIBER TO THE HOME**

*What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?*

*See Issue 23 for CompSouth proposed contract language.*

*See Issue 23 for BellSouth proposed contract language.*

Exhibit JPG-1

## CompSouth Proposed Contract Language

**ISSUE 29: TRO-EEL Audits**

*What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?*

*CompSouth notes that Issue 29 is limited to the question of "EELs audits." The issue of implementation of EELs "service eligibility criteria is also a critical TRO implementation issue. CompSouth includes proposed language on that issue here because EELs eligibility criteria are not otherwise identified as an issue in the Issues List.*

*CompSouth proposes language that is not related to an issue in this proceeding, thus such language must be disregarded. All parties had sufficient opportunity to propose additional issues for this proceeding.*

**EELs Audit provisions**

~~5.3.4.3 BellSouth may, on an annual basis and only based upon good and sufficient cause, conduct an audit CLEC's records in order to verify material compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to CLEC, identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The Notice of Audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such Notice of Audit will be delivered to CLEC with all supporting documentation no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. For purposes of this Section, an "annual basis" means a consecutive 12-month period, beginning upon BellSouth's written notice that an audit will be performed for a {state}.~~

~~5.3.4.4 The audit shall be conducted by a third party independent auditor, mutually agreed upon by the Parties and retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations) no sooner than thirty (30) calendar days after the parties have reached agreement on the auditor. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used related to determining the independence of an auditor, shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit. The independent auditor's report will conclude whether or the extent to which CLEC complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

5.3.4.5 ~~To the extent the independent auditor's report concludes that CLEC finds material non-compliance failed to comply with the service eligibility criteria, BellSouth may file a complaint with the Commission pursuant to the dispute resolution process as set forth in this Agreement. In the event BellSouth prevails, CLEC must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.~~

5.3.4.6 ~~To the extent the independent auditor's report concludes that CLEC failed to comply in anyall material respects with the service eligibility criteria, CLEC shall reimburse BellSouth for the cost of the independent auditor. reasonable and demonstrable cost of the independent auditor. Similarly, tTo the extent the independent auditor's report concludes that CLEC did comply in all material respects with the service eligibility criteria, BellSouth will reimburse CLEC for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. CLEC will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.~~

**EELS Eligibility Criteria**

5.3 ~~Enhanced Extended Links (EELs)~~

5.3.1 ~~EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide CLEC with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.~~

5.3.2 ~~High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).~~

5.3.3 ~~By placing an order for a high-capacity EEL, CLEC thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit CLEC's high-capacity EELs as specified below.~~

5.3.4 ~~Service Eligibility Criteria~~

5.3.4.1 ~~High-capacity EELs are Combinations of loops and transport as described in 47 CFR Section 51.318(b). EELs consisting of DS0 loops with higher-capacity transport, or with DS0 transport are not "high capacity EELs" and are not required to meet the service eligibility criteria set forth in Section 5.3.4. High capacity EELs must comply with the following service~~

Exhibit JPG-1  
CompSouth Proposed Contract Language

~~eligibility requirements. CLEC must certify for each high-capacity EEL that all of the following service eligibility criteria are met:~~

~~5.3.4.1 CLEC has received state certification to provide local voice service in the area being served;~~

~~5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1 equivalent circuit on a fully utilized DS3 EEL:~~

~~5.3.4.2.11) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;~~

~~5.3.4.2.22) Each DS1 equivalent circuit on a fully utilized DS3 EEL must have its own local number assignment so that each fully utilized DS3 must have at least twenty eight (28) local voice numbers assigned to it;~~

~~5.3.4.2.33) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;~~

~~5.3.4.2.44) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(e); if the EEL is commingled with a wholesale service, the wholesale service must terminate at the collocation arrangement;~~

~~5.3.4.2.55) Each circuit to be provided to each End User will be served by an interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk;~~

~~5.3.4.2.66) For each twenty four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 local service interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk; CLEC is not required to associate the individual EEL collocation termination point with a local interconnection truck in the same wire center; and~~

~~5.3.4.2.77) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.~~

~~5.3.4.2.8 For a new circuit to which Section 5.3.4.2.3 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided. In such case, CLEC shall satisfy EEL eligibility criteria if it assigns the required local telephone number(s) and implements 911/E911 capability within 30 days after BellSouth provisions such new circuit.~~

~~5.3.4.2.9 CLEC may provide the required certification by sending a confirming letter to BellSouth on a blanket basis. A disconnect notice for any single circuit shall be sufficient to constitute notification to BellSouth that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification from time to time, or will provide written confirmation in response to a request from~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

~~*BellSouth made no more often than once each calendar year, certifying that CLEC's EELs circuits satisfy all of the eligibility criteria set out above.*~~

~~*5.3.4.2.10 Existing circuits, including conversions or migrations, are governed by Section*~~

*Exhibit JPG-1  
CompSouth Proposed Contract Language*

**ISSUE 31:    ISP Remand Core Forbearance Order**

*What language should be used to incorporate the FCC's ISP Remand Core Forbearance Order into interconnection agreements?*

*The FCC's Core Forbearance Order requires that reciprocal compensation provisions delete references to the "new markets" and "growth cap" restrictions that were part of the FCC's ISP Remand Order. CompSouth proposes that such deletions be made from the reciprocal compensation provisions of BellSouth's ICAs.*

*BellSouth addressed this issue in the testimony of Ms. Tipton.*

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 32:    General Issue**

*How should determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?*

**CompSouth does not propose contract language associated with this Issue. Issue 32 is a legal/procedural issue to be determined by the Commission this proceeding.**

Exhibit JPG-1  
CompSouth Proposed Contract Language

**Generic Issue 33\*: Line Conditioning:**

*(a) How should Line Conditioning be defined in the Agreement? (B) What should BellSouth's obligations be with respect to Line Conditioning? (b) Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less? (c) Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?*

**BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.**

**Line Conditioning**

~~2.5.1 BellSouth shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.~~

Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

~~2.5.2 BellSouth will remove load coils on copper loops and subloops of any length at the rates set forth in Exhibit A.~~

BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.



Exhibit JPG-1  
CompSouth Proposed Contract Language

2.5.3 Any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to CLEC. Line conditioning orders that require the removal of other bridged tap will be performed at the rates set forth in Exhibit A of this Attachment that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

2.5.1 ~~<<customer short name>>~~CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

2.5.2 Rates for ULM are as set forth in Exhibit A.

2.5.3 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.4 If ~~<<customer short name>>~~CLEC requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. ~~<<customer short name>>~~CLEC will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

2.5.5 ~~<<customer short name>>~~CLEC shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that ~~<<customer short name>>~~CLEC desires BellSouth to condition.

2.5.6 When requesting ULM for a Loop that BellSouth has previously provisioned for ~~<<customer short name>>~~CLEC, ~~<<customer short name>>~~CLEC will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by ~~<<customer short name>>~~CLEC is available at the location for which the ULM was requested, ~~<<customer short name>>~~CLEC will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, ~~<<customer short name>>~~CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

2.5.4 CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose); at rates set forth in Exhibit A.

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Pamela A. Tipton in Docket No. 2004-316-C to be served upon the following this September 29, 2005.

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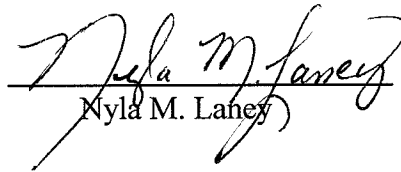
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